THE REPUBLIC OF THE

UNION OF MYANMAR

Proposal of the Investor

According To

The Foreign Investment Law

Manufacture the Value-Added-Product (VAP) &

Contract Processing (CP) For Sea Food Products

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TEXCHEM FOOD (MYANMAR) LIMITED

To

Chairman
Myanmar Investment Commission
Nay Pyi Taw,
The Republic of the Union Of Myanmar

Date: , February, 2014

Subject : Application for Issue of Permit.

1. In accordance with Foreign Investment Law, which was enacted by the Government of the Republic of the Union of Myanmar, we, hereby apply for the issue of Permit to **Texchem Food (Myanmar) Limited** under Section 10 of the Foreign Investment Law.

2. **Texchem Food (Myanmar) Limited** is a Joint Venture Company in accordance with the provisions of the Myanmar Companies Act.

3. In accordance with the following basic principles of the Foreign Investment Law, we put up this application on behalf of **Texchem Food (Myanmar) Limited.**

    (a) Promotion, expansion of exports and import substitution

    (b) Acquisition of High Technology

    (c) Creating more employment opportunities

    (d) Regional development

4. We submit herewith the following documents which are required for the issue of Permit from the Myanmar Investment Commission.

    (a) Proposal of the Promoter for Foreign Investment in the Republic of the Union of Myanmar.

    (b) Reference for business and financial standing

    (c) Lease Agreement

    (d) Draft Memorandum of Association and Articles of Association of **Texchem Food (Myanmar) Limited** to be incorporated under the laws of Myanmar.

5. We shall be most grateful if the Myanmar Investment Commission could kindly grant us the following exemptions or reliefs from Taxation.

(a) Exemption from income-tax for a period extending to 5 consecutive years, inclusive of the year of commencement of production of goods.

(b) Exemption or relief from income-tax on profits of the business if they are maintained in a reserve fund and re-invested therein within 1 year after the reserve is made.

(c) Right to accelerate depreciation in respect of machinery, equipment, building or other capital assets used in the business, at the rate fixed by the Commission to the extent of original value for the purpose of income-tax assessment.

(d) Relief from income-tax up to 50 percent on the profits accrued from the said export.

(e) Right to pay income-tax payable to the State on behalf of foreigners who have come from abroad and are employed in the enterprise and the right to deduct such payment from the assessable income.

(f) Right to pay income-tax on the income of the above-mentioned foreigners at the rates applicable to the citizens residing within the country.

(g) Right to deduct from the assessable income; such expenses incurred in respect of research and development relating to the enterprise which are actually required and are carried out within the State.

(h) Right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained in respect of such loss sustained within 2 years immediately following the enjoyment of exemption or relief from income-tax.

(i) Exemption or relief from customs duty or other internal taxes or both on machinery equipment, instruments, machinery component, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction.

(j) Exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first 3 year's commercial production following the completion of construction.

(k) Exemption or relief from commercial tax on manufactured goods for export.

It is our sincere hope that the Commission will be able to give this matter favourable consideration at its earliest convenience.

Yours faithfully,

Mr. Fumihiko Konishi
Executive Chairman
Texchem Food (Myanmar) Limited

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ် (၃၂)၊ နေပြည်တော်။

နေ့စွဲ။ ။၂၀၁၄ ခုနှစ်၊ ဇန်နဝါရီ လ၊ ( )ရက်။

အကြောင်းအရာ။ ။ <u>မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ အဆိုပြုချက်များပေးပို့ခြင်း။</u>

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ကျွန်တော်တို့ **"Texchem Food (Myanmar) Limited"** သည် ပြည်ပမှအပ်နှံမည့်ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုလက်ခစားစနစ် (**Contract Processing**) ဖြင့်ပြုပြင်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့ခြင်းနှင့် ပြည်တွင်းမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (**Value-Added-Product**) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်းလုပ်ငန်းကို လုပ်ကိုင်နိုင်ရန် ရည်ရွယ်ချက်ဖြင့်မြန်မာနိုင်ငံကုမ္ပဏီအက်ဥပဒေအရ **Joint Venture Company** ဖွဲ့စည်းတည်ထောင်ခွင့်ကို တင်ပြလျှောက်ထားဆဲဖြစ်ပါသည်။ မြေကွက်အမှတ်–၃၀၇/၃၆၆(က) နှင့် ၃၀၇/၄၂၀(ခ) အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာအုပ်စု၊ မြိတ်မြို့နယ်၊ တနင်္သာရီတိုင်းဒေသကြီးအတွင်းရှိ (၄.၀၄)ဧက အကျယ်အဝန်းရှိသည့် မြေနေရာတွင် **Mascot Industries Co., Ltd** ပိုင်ဆိုင်သည့် စက်ရုံအဆောက်အဦးအားငှားရမ်း၍ စက်ပစ္စည်းများရင်းနှီးမြှုပ်နှံပြီး ခေတ်မီနည်းပညာများကို အသုံးပြု၍ အထက်ဖော်ပြပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ မြန်မာနိုင်ငံ၊ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရခွင့်ပြုမိန့်ကို ထုတ်ပေးနိုင်ပါရန် လျှောက်ထားအပ်ပါသည်။

သို့ပါ၍ ကျွန်တော်တို့ကုမ္ပဏီ၏အဆိုပြုလွှာကို လိုအပ်သလို စိစစ်ပေးနိုင်ပါရန် လေးစားစွာဖြင့် ပေးပို့တင်ပြအပ်ပါသည်။

ရိုသေလေးစားစွာဖြင့်
လျှောက်ထားသူ

Mr. Fumihiko Konishi
Executive Chairman
Texchem Food (Myanmar) Limited

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
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အကြောင်းအရာ။ ။မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ခွင့်ပြုမိန့်နှင့် မြန်မာနိုင်ငံ၊ နိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ-၂၇တို့အရ အခွန်ဆိုင်ရာကင်းလွတ်ခွင့်နှင့်သက်သာခွင့်များလျှောက်ထားခြင်း။

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ကျွန်တော်တို့ "Texchem Food (Myanmar) Limited"သည် ပြည်ပမှအပ်နှံမည့်ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို လက်ခစားစနစ်(Contract Processing)ဖြင့် ပြုပြင်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့ခြင်းနှင့် ပြည်တွင်းမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို ဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်းလုပ်ငန်းကို လုပ်ကိုင်နိုင်ရန် ရည်ရွယ်ချက်ဖြင့် မြန်မာနိုင်ငံကုမ္ပဏီအက်ဥပဒေအရ Joint Venture Company ဖွဲ့စည်းတည်ထောင်ခွင့်ကို တင်ပြလျှောက်ထားဆဲဖြစ်ပါသည်။ မြေကွက်အမှတ်-၁၀၇/၃၆၆(က) နှင့် ၁၀၇/၄၂၀(ခ) အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာအုပ်စု၊ မြိတ်မြို့နယ်၊ တနင်္သာရီတိုင်းဒေသကြီးအတွင်းရှိ(၄.၀၄)ဧက အကျယ်အဝန်းရှိသည့် မြေနေရာတွင် Mascot Industries Co., Ltd ပိုင်ဆိုင်သည့် စက်ရုံအဆောက်အဦးအားငှားရမ်း၍ စက်ပစ္စည်းများရင်းနှီးမြှုပ်နှံပြီး ခေတ်မီနည်းပညာများကိုအသုံးပြု၍ အထက်ဖော်ပြပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ မြန်မာနိုင်ငံ၊နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေအရခွင့်ပြုမိန့်ကို ထုတ်ပေးနိုင်ပါရန် လျှောက်ထားသောကုမ္ပဏီဖြစ်ပါသည်။

ကျွန်တော်တို့ကုမ္ပဏီသည် မလေးရှားနိုင်ငံရှိ Texchem Food Sdn. Bhd. မှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုရယူ၍လက်ခစားစနစ် (Contract Processing)စနစ်ဖြင့်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့မည်ဖြစ်ပါသည်။ ထို့အပြင် ပြည်တွင်းရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည်(Value-Added-Product) အဖြစ်ထုတ်လုပ်ပြီးကုန်ချောပစ္စည်းများ၏ (၇၀)% ကို ပြည်ပသို့တင်ပို့ရောင်းချမည်ဖြစ်ပြီး (၃၀)% ကိုပြည်တွင်းတွင်ရောင်းချမည်ဖြစ်ပါသည်။

ကျွန်တော်တို့ကုမ္ပဏီသည် အဆိုပါလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန်အတွက် စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှုမှာအမေရိကန်ဒေါ်လာ(၁.၅၃)သန်းအပါအဝင်ကျပ်သန်းပေါင်း (၁၆၅၄.၁)သန်းရင်းနှီးမြှုပ်နှံမည်ဖြစ်ပါသည်။အဆိုပါလုပ်ငန်းကြောင့်ပြည်တွင်းဝန်ထမ်းနေရာ (၁၂၀၀) အတွက် အလုပ်အကိုင်အခွင့်အလမ်းများလည်းရရှိနိုင်မည်ဖြစ်ပါသည်။

သို့ဖြစ်ပါ၍ နိုင်ငံတော်အတွက် ရသင့်ရထိုက်သောအခွန်ဘဏ္ဍာငွေများတိုးတက်စေရန်လည်းကောင်း၊ မြန်မာနိုင်ငံသားများအတွက် အလုပ်အကိုင်အခွင့်အလမ်းများရရှိစေရန်အတွက် လည်းကောင်း၊ စက်မှုနည်းပညာများတိုးပွားရရှိစေရန်အတွက်လည်းကောင်း၊ နိုင်ငံသားများစီးပွားရေးဖွံ့ဖြိုးတိုးတက်စေခြင်းအလို့ငှာလည်းကောင်း၊ ကျွန်တော်တို့ကုမ္ပဏီ၏ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ခွင့်ပြုမိန့်လျှောက်ထားခြင်းကို လက်ခံစဉ်းစားပေးပါရန်နှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ၊ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ(၂၇) တို့အရ အခွန်ဆိုင်ရာကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပါရန် လျှောက်ထားအပ်ပါသည်။

အဆိုပါရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်အနေဖြင့် ခွင့်ပြုမိန့်ထုတ်ပေးပါရန် ဤလျှောက်လွှာနှင့်အတူ အောက်ဖော်ပြပါအထောက်အထားစာရွက်စာတမ်းများကို ပူးတွဲတင်ပြအပ်ပါသည်။

(က) ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်းနိုင်ငံခြားသားရင်းနှီးမြှုပ်နှံမှုပြုလုပ်ရန် ကမကထပြုသူ၏ အဆိုပြုချက်၊

(ခ) ဘဏ္ဍာရေးအချက်အလက်နှင့်ပါတ်သက်၍တွက်ချက်မှုဇယားများ၊

(ဂ) မြေပိုင်ဆိုင်မှုအထောက်အထားများ၊

(ဃ) လုပ်ငန်းပိုင်းနှင့်ငွေရေးကြေးရေးအထောက်အထားများ၊

(င) သင်းဖွဲ့မှတ်တမ်းနှင့်သင်းဖွဲ့စည်းမျဉ်းများ(မူကြမ်း)၊

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရုံးအမှတ် (၃၂)၊နေပြည်တော်။

နေ့စွဲ။ ။၂၀၁၄ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊( )ရက်။

အကြောင်းအရာ။ ။ **မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လုပ်ငန်းဆောင်ရွက်ခြင်းနှင့် ပတ်သက်၍ ကတိဝန်ခံချက်ပေးပို့ခြင်း။**

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ ကျွန်တော်တို့ "Texchem Food (Myanmar) Limited" သည် ပြည်ပမှအပ်နှံမည့်ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို လက်ခစားစနစ်(Contract Processing)ဖြင့် ပြုပြင်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့ခြင်းနှင့် ပြည်တွင်းမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို ဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်းလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် ရည်ရွယ်ချက်ဖြင့် မြန်မာနိုင်ငံကုမ္ပဏီအက်ဥပဒေအရ Joint Venture Company ဖွဲ့စည်းတည်ထောင်ခွင့်ကို တင်ပြလျှောက်ထားဆဲဖြစ်ပါသည်။ မြေကွက်အမှတ်-၁၀၇/၃၆၆(က) နှင့် ၁၀၇/၄၂၀(ခ) အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာအုပ်စု၊ မြိတ်မြို့နယ်၊ တနင်္သာရီတိုင်းဒေသကြီးအတွင်းရှိ (၄.၀၄)ဧကအကျယ်အဝန်း ရှိသည့်မြေနေရာတွင် Masoct Industries Co., Ltd ပိုင်ဆိုင်သည့် စက်ရုံအဆောက်အဦးအား ငှားရမ်း၍စက်ပစ္စည်းများ ရင်းနှီးမြှုပ်နှံပြီးခေတ်မီနည်းပညာများကိုအသုံးပြု၍ အထက်ဖော်ပြပါ လုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ မြန်မာနိုင်ငံ၊နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှုဥပဒေအရခွင့်ပြုမိန့်ကို ထုတ်ပေးနိုင်ပါရန် လျှောက်ထားသောကုမ္ပဏီဖြစ်ပါသည်။

(က) ဤလုပ်ငန်းသည် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု (၉၀%) နှင့် မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံမှု (၁၀%) ပိုင်ဆိုင်သောလုပ်ငန်းဖြစ်ပါသည်။

(ခ) ဤလုပ်ငန်းသည် လုပ်ငန်းအသစ်ဖြစ်ကြောင်းကိုလည်းဝန်ခံကတိပြုပါသည်။

(ဂ) ကုမ္ပဏီသည် လက်ခစားစနစ် (Contract Processing)ဖြင့်ရေထွက်ပစ္စည်းပြုပြင်ထုတ်လုပ်ခြင်း၊ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product)အဖြစ်ထုတ်လုပ်ခြင်းတို့ပြုလုပ်ရာမှထွက်ရှိလာသော ဘေးထွက်ကုန်ပစ္စည်း(By-Product)များကို ပြည်တွင်းတွင် ပြန်လည်ရောင်းချမည်ဖြစ်ပါသည်။

(ဃ) စက်မှုဇုန်မြေနှင့်ပတ်သက်၍ နိုင်ငံတော်အစိုးရမှ မြေယာနှင့်ပတ်သက်၍ သတ်မှတ်ပြဋ္ဌာန်းသည့် စည်းကမ်းသတ်မှတ်ချက်များကို လိုက်နာဆောင်ရွက်ပါမည်ဟု ဝန်ခံကတိပြုပါသည်။

(င) ကျွန်တော်တို့ကုမ္ပဏီအနေဖြင့် လုပ်ငန်းဆောင်ရွက်ရာတွင်လည်း ပတ်ဝန်းကျင်ညစ်ညမ်းမှုနှင့် မီဘေးအန္တရာယ်မဖြစ်ပွားရေးအတွက် လိုအပ်သောအစီအမံများ၊မီးဘေးကြိုတင်ကာကွယ်မှုများ ပြုလုပ်ဆောင်ရွက်ထားမည်ဖြစ်ပါကြောင်းနှင့် သဘာဝဘေးအန္တရာယ် ကြိုတင်ကာကွယ်မှုအတွက်လည်း အစီအမံများပြုလုပ်သွားမည့်အပြင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ ဥပဒေများ၊နည်းဥပဒေစည်းမျဉ်းစည်းကမ်း၊ လုပ်ထုံးလုပ်နည်းများနှင့်အညီ ပတ်ဝန်းကျင်ညစ်ညမ်းမှုမရှိစေရန် အကောင်အထည်ဖော်ဆောင်ရွက်သွားမည်ဟု ဝန်ခံကတိပြုပါသည်။

(စ) **Texchem Food (Myanmar) Limited** အနေဖြင့် ပုဂ္ဂလိကစက်မှုလုပ်ငန်းဥပဒေအရပြည်နယ်/တိုင်းဒေသန္တရစက်မှုကြီးကြပ်ရေးနှင့် လုပ်ငန်းစစ်ဆေးမှုညွှန်ကြားရေးဦးစီးဌာနတွင် မှတ်ပုံတင်ထားရှိမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရုံးအမှတ် (၃၂)၊ နေပြည်တော်။

နေ့စွဲ။ ။၂၀၁၄ ခုနှစ်၊ ဖေဖော်ဝါရီလ၊ ( )ရက်။

အကြောင်းအရာ ။ ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ရင်းနှီးမြှုပ်နှံမှု အချိန်ကာလနှင့် ပတ်သက်၍ ကတိဝန်ခံချက်တင်ပြခြင်း။

အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ကျွန်တော်တို့ "Texchem Food (Myanmar) Limited" သည် မြန်မာနိုင်ငံ၊နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ပြည်ပမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို လက်ခံ၍လက်ခစားစနစ် (Contract Processing)ဖြင့်ငါးအသားလွှာများပြုပြင်ထုတ်လုပ်ခြင်းပြီး ပြန်လည်တင်ပို့ခြင်းနှင့်ပြည်တွင်းပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်း လုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားသည့် ကုမ္ပဏီဖြစ်ပါသည်။ ထိုသို့လျှောက်ထားရာတွင် ခွင့်ပြုချက်ရရှိပါက အဆိုပါလုပ်ငန်းကို အနည်းဆုံး(၁၀) နှစ်ခန့်လုပ်ကိုင် ဆောင်ရွက်မည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
ပြုလုပ်ရန် ကမကထပြုသူ၏ ဆောင်ရွက်ရန်
အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE
FOREIGN INVESTMENT IN THE
REPUBLIC OF THE UNION OF MYANMAR

Proposal of the Promoter to make Foreign Investment as a Joint Venture Company Limited In the Republic of the Union of Myanmar

To
Chairman,
Myanmar Investment Commission,
Naypyitaw,
The Republic of the Union of Myanmar.

Reference No:

Date: February, 2014.

I wish to make investment as a Joint Venture Company Limited in the Republic of the Union of Myanmar in accordance with the Union of Myanmar Foreign Investment Law, and I herewith apply for permission furnishing the following particulars:-

1. Promoter's

(a)Name: Mr. Fumihiko Konishi

Executive Chairman of "Texchem Food (Myanmar) Limited"

(b)Father's Name: Mr. Kenichi Konishi

(c)National Registration: Passport No-MZ0621373

(d)Citizenship: Japanese

(e)Address: Villa Primavera
51 Jalan Jesselton
10450 Penang

(f)Name of Principal Organization: Texchem Food Sdn. Bhd.

(g)Type of business Sale and Marketing of Marine Products

(h)Place of Organization: Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia.

(i)Place of incorporation: Malaysia

2. If investment is to be made by Joint Venture Company, the particulars of the persons wishing to participate in the Joint Venture Company with the promoter:-

(a)Name:	Mr. Brian Tan Guan Hooi
(b)Father's Name:	Mr. Tan Chong Tean
(c)National Registration:	Passport No-A19876264
(d)Citizenship:	Malaysian
(e)Address:	8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang
(f)Name of Principal Organization:	Texchem Food Sdn. Bhd.
(g)Type of business	Sale and Marketing of Marine Products
(h)Place of Organization:	Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahmad Shah,10050 Penang, Malaysia.
(i)Place of incorporation:	Malaysia

3. If investment is to be made by Joint Venture Company, the particulars of the persons wishing to participate in the Joint Venture Company with the promoter:-

(a)Name:	Mr. Goh Chin Meng
(b)Father's Name:	Mr. Goh Gim Swee
(c)National Registration:	Passport No-A24634935
(d)Citizenship:	Malaysian
(e)Address:	14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang
(f)Name of Principal Organization:	Texchem Food Sdn. Bhd.
(g)Type of business:	Sale and Marketing of Marine Products
(h)Place of Organization:	Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia.

(i)Place of incorporation: Malaysia

4. If investment is to be made by Joint Venture Company, the particulars of the persons wishing to participate in the Joint Venture Company with the promoter:-

(a)Name: Mr. Ng Bak Kuang

(b)Father's Name: Mr. Ng Chap Seng

(c)National Registration: Passport No-A27432700

(d)Citizenship: Malaysian

(e)Address: 2668 Jalan Megat Harun

Taman Keenways

14000 Bukit Mertajam

Penang

(f)Name of Principal Organization: Texchem Food Sdn. Bhd.

(g)Type of business: Sale and Marketing of Marine Products

(h)Place of Organization: Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia.

(i)Place of incorporation: Malaysia

5. If investment is to be made by Joint Venture Company, the particulars of the persons wishing to participate in the Joint Venture Company with the promoter:-

(a)Name: U Maung Sitt @ Chew Won Min

(b)Father's Name: U Sin Kyi

(c)National Registration: 12/La Ma Ta (Naing) 016221

(d)Citizenship: Myanmar

(e)Address: No.22, Ground Floor, Nwethake Street, Ahlone Township,Yangon Region.

(f)Name of Principal Organization: Mascot Industries Co., Ltd

(g)Type of business: Industrial / Production

(h)Place of Organization: No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon Region, Myanmar

(i)Place of incorporation: Naypyitaw, Myanmar

6. Type of business in which investment is to be made:-

(a) Production: - Manufacture the sea food Value-Added-Products (VAP) and Contract Processing (CP) for seafood

Services - Nil

(to indicate name of goods or type of services)

7. Form of economic organization:-

(a)Sole Proprietorship - Nil

(b)Partnership - Nil

(c)Limited Company: **Texchem Food (Myanmar) Limited**

(to enclose the list of the name, citizenship, address and designation of the executives of the organization, indicating the local and foreign capital ratio)

8. If the organization is in the form of a partnership:-

(a)Capital ratio and amount to be contributed by the partner: Nil

(b)Profit sharing ratio: Nil

(c)Rights and liabilities of partners: Nil

9. If the organization is in the form of a limited company:

(a)Authorized capital: **US$ 2,000,000 (United States Dollar Two Million Only) Equivalent Kyats 1,946,000,000 (Kyats One Thousand and Nine Hundred Forty-Six Million Only)**

(b)Type of shares: **Ordinary Share**

(c)Share capital to be subscribed by the shareholders:-

90% Foreign Capital (Texchem Food Sdn. Bhd.)

10% Local Capital (Mascot Industries Co., Ltd)

10. Particulars relating to the organization in which investment is to be made:-

(a) Amount of capital-

In Thousand

	US$	Equ: Kyat	Kyat	Total(Kyats)
(1) Amount of local capital to be contributed			165,410	165,410
(2) Amount of foreign capital to be brought in	1530	1,488,690		1,488,690
Total	**1530**	**1,488,690**	**165,410**	**1,654,100**

In Thousand

	US$	Equ: Kyat	Kyat	Total (Kyats)
(b) Amount of foreign capital to be brought in-				
(1) Foreign currency	150.00	145,950		145,950
(2) Others	1,380.00	1,342,740		1,342,740
Total	**1,530.00**	**1,488,690**		**1,488,690**

(c) Period for bringing in items mentioned in sub-paragraph (b): **Within 12 months after getting MIC Permit.**

(d) Proposed duration of investment: Fifty Years Extendable by 2 (Two) Ten Years Periods

(e) Construction period: 6 months

(f) Commencement of construction: **During the 3 months from the date of getting MIC Permit**

11. Particulars relating to the proposed economic organization:

(a) Type Of Business: **(70%) Export Sales and (30%) Local Sales for Value-Added-Product(VAP) & Contract Processing (CP) to Export Sea Food Products**

(b) Proposed place(s) at which investment is to be made: **Plot No. 307/366(Ka) & 307/420 (Kha), Inlay Myaing Industrial Zone, Myeik Taung Village, Myeik Township,Tanintharyi Region, Myanmar**

(c) Technique of Operation: -

(Foreign Super Vision & Training to be Calculated Later)

(d) Annual fuel requirement: **150,000 gallons**

(to indicate type/quantity)

(e) Annual electricity requirement: **2 million KW**

(f) Annual water requirement: **3.6 million gallons**

(to indicate daily requirement, if any)

(g) Annual equipment/raw materials requirement: (See Exhibit No.V)

(h) Building requirement:

(i) Type of land and area requirement:- **(4.04 Acres Equivalent 16,349.3144 Square metres) or (175,982.40 Square ft)**

(j) Goods to be produced/services to be rendered: (See Exhibit No.VI)

(to indicate name, type, annual estimated quantity and value of the goods / services)

(k) System of sales:

(i) (70%) Export Sales & (30%) Local Sales for Value Added Product (VAP) & to Export Sea Food Products for contract Processing (CP).

(Required Raw Materials will be imported via Texchem Food Sdn. Bhd. in Malaysia &/or other companies from oversea)

(Required Machineries will be imported from Texchem Food Sdn. Bhd. in Malaysia &/or other companies)

12. Details of foreign capital to be brougt in:-

	(In Thousand)	
	Foreign Estimated	
	US$	Equ: Kyat
(a) Foreign Currency (type and amount)	150.00	145,950.00
(b) Intital Raw For VAP	865.64	842,267.72
(c) Furniture & Equipment	15.00	14,595.00
(d) Value of Machineries, Euipment etc; (to enclose detail statement)	499.36	485,877.28
(e) In Building	-	-
(f) Value of rights which can be Evaluated, such as licence, trade mark, Patent rights	-	-
(g) Value of technical know-how	-	-
Total	**1530.00**	**1,488,690.00**

13. Details of local capital to be contributed:-

	US$	Equ; Kyats	Kyats	Total Kyats
		Value In Thousand		
(a) Cash	-	-	37,898.35	37,898.35
(b) Intital Raw For VAP	-	-	127,511.65	127,511.65
(c) In Building	-	-	-	-
(d) Office Furniture & Equipment	-	-	-	-
(e) Vehicle	-	-	-	-
Total	-	-	**165,410**	**165,410.00**

14. Particulars relating to annual production / services:- (See Detail Calculation Sheets, Exhibits No.VI)

15. List of personnel required for the proposed economic organization:-

(a) Local personnel required — See Detail List on Exhibits No. X

(b) Foreign experts and technicians required — See Detail List on Exhibits No. X

16. Particular relating to economic justification: -

(a) Annual income — See Detail List on Exhibit No. VII

(b) Annual expenditures — See Detail List on Exhibit No. VII

(c) Annual net profit — See Detail List on Exhibit No. VII

(d) Yearly investments — See Detail List on Exhibit No. VII

(e) Recoupment period — See Detail List on Exhibit No. IX

(f) To mention prospects of new employment Opportunities / local and foreign market conditions/foreign exchange savings

17. Supporting documents for the proposal:-

The following documents are attached for the proposed investment:

(a) Draft contract;

(b) References for business and financial standing

(c) Draft of Memorandum of Association and Articles of Association

Signature :

Name : Mr. Fumihiko Konishi

Designation : Executive Chairman

Texchem Food (Myanmar) Limited

TEXCHEM FOOD (MYANMAR) LIMITED

LIST OF DIRECTOR

Exhibit No.1

Sr No	Name	Citizenship N.R.C & Passport No	Designation	Address
	Foreign Side **Texchem Food Sdn. Bhd. (Incorporated In Malaysia)** **(Represented By;)**			
1	Mr. Fumihiko Konishi	Japanese Passport No. MZ0621373	Executive Chairman	Villa Primavera 51 Jalan Jesselton 10450 Penang
2	Mr. Brian Tan Guan Hooi	Malaysian Passport No. A19876264	President	8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang
3	Mr. Goh Chin Meng	Malaysian Passport No. A24634935	Executive Director	14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang
4	Mr. Ng Bak Kuang	Malaysian Passport No. A27432700	Managing Director	2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang
	Myanmar Side **Mascot Industries Co., Ltd (Incorporated In Myanmar)** **Represented By;**			
5	U Maung Sitt @ Chew Won Min	Myanmar 12/La Ma Ta (Naing) 016221	Director	No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon Region, Myanmar.

TEXCHEM FOOD (MYANMAR) LIMITED

CAPITAL COST

(In Thousand) Exhibit No.I (A)

Sr No	Particular	US$	Equ; Kyats	Kyats	Total Kyats
1	2	3	4	5	6
	Investment Type				
1	In Cash	150.00	145,950.00	37,898.35	183,848.35
2	Intital Raw For VAP	865.64	842,267.72	127,511.65	969,779.37
3	Furniture & Equipment	15.00	14,595.00		14,595.00
4	Machineries & Equipment	499.36	485,877.28		485,877.28
	Total Capital	**1,530.00**	**1,488,690.00**	**165,410.00**	**1,654,100.00**

Remark : Exchange Rate 1US$ = Kyats 973 (Market Price On 13.11.2013).

Machineries will be invest as In kind.

TEXCHEM FOOD (MYANMAR) LIMITED

FACTORY BUILDING

Exhibit No.II

Sr No.	Particular	Dimension
1	Factory Building	50.034m x 165 m
2	Ice Factory	49.053m x 165 m

TEXCHEM FOOD (MYANMAR) LIMITED

LIST OF FURNITURES AND OFFICE EQUIPMENTS

LOCALLY

Exhibit No. III
(In Thousand)

Sr No	Particulars	Unit	Qty	Unit Price (US$)	Value In (US$)
1	Computer	Nos	9	473	4.26
2	Printer	Nos	4	158	0.63
3	Table	Nos	30	84	2.52
4	Chair	Nos	50	16	0.80
5	Cabinet	Nos	10	258	2.58
6	Settee	Set	5	526	2.63
7	Air Con	Nos	2	263	0.53
8	Water Cooler	Nos	5	211	1.06
	Total				**15.00**

TEXCHEM FOOD (MYANMAR) LIMITED

Machineries & Equipment

To Be Imported

Exhibit No.IV
(In Thousand)

Sr No	Particular	Unit	Qty	Price (USD)	Amount (USD)
	General Upgrading & Cross Section Usage				
1	1 x Stainless Steel Conveyor	Set	1	8,000	8.00
2	1 x Chilled Water Compressor	Set	1	40,000	40.00
3	1 x Flake Ice Machine 2MT/Hour	Set	1	25,000	25.00
4	3 x Units of Hand Pallets Truck	Set	3	2,350	7.05
5	1 x Purester	Set	1	12,000	12.00
	Sub Total				**92.05**
	Value-Added-Products Soft Shell Crabs, Squid and Prawn Section				
1	14 x Units Ventilation fan for maximise hot water drying chamber utilization	Set	14	215	3.01
2	2 x Semi-Contact Freezers to replace plate freezer	Set	2	28,000	56.00
3	1 x IQF Freezer	Set	1	55,000	55.00
4	1 x Mixer Machine	Set	1	1,100	1.10
5	5 x Ozone Machines	Set	5	1,500	7.50
6	2 x Speed Queen Single Dryer Electric Heating	Set	2	1,200	2.40
7	1 x Washer Extractor & Tumble Dryer	Set	1	4,000	4.00
8	100 x unit of Processing 92" x 44' table	Set	100	300	30.00
9	3 x QC Inspection Table	Set	3	5,000	15.00
10	3 x units of Septic Tank	Set	3	1,500	4.50
11	25 x Insulated Box	Set	25	250	6.25
12	4 x Units of Stainless Steel Hand Wash Sink	Set	4	400	1.60
13	10 x Units Digital Temperature Indicators	Set	10	35	0.35
14	25 x Digital Balance	Set	25	200	5.00
15	3 x Digital Weigh Scale	Set	3	4,000	12.00
16	1 x Metal Detector	Set	1	3,000	3.00
17	1 x Vacume Packing Machine	Set	1	12,000	12.00
18	1 x Semi - Auto Strapping Machine	Set	1	2,500	2.50
	Sub Total				**221.21**
	Contract Processing (CP) Fish, Squid and Prawn Section				
1	1 x Air Blast Freezer (0.5 MT / Hour)	Set	1	60,000	60.00
2	4 x Stainless Steel Defrost Tank	Set	4	2,500	10.00
3	4 x Stainless Steel Water Tank	Set	4	6,000	24.00
4	100 x Uint of Processing 92" x 44' table	Set	100	350	35.00
5	3 x QC Inspection Table	Set	3	5,000	15.00
6	3 x Septic Tank	Set	3	1,500	4.50
7	25 x Insulated Box	Set	25	250	6.25
8	10 x Units Digital Temperature Indicators	Set	10	35	0.35
9	25 x Digital Balance	Set	25	200	5.00
10	3 x Digital Weigh Scale	Set	3	3,500	10.50
11	1 x Metal Detector	Set	1	3,000	3.00
12	1 x Vacume Packing Machine	Set	1	10,000	10.00
13	1 x Semi-Auto Strapping Machine	Set	1	2,500	2.50
	Sub Total				**186.10**
	Grand Total				**499.36**

TEXCHEM FOOD (MYANMAR) LIMITED

ABBREVIATION LIST

Exhibit No.V

1	Soft Shell Crab VAP	Soft Shell Crab Value Added Product	နည်းပညာအသုံးပြု၍ တန်းဘိုးမြင့်ထုတ်လုပ်ထားသော ဂဏန်းပျော့
2	SSC	Soft Shell Crab	ဂဏန်းအရေခွံပျော့
3	SmlCut SSC	Small Cut Soft Shell Crab	အစိတ်အပိုင်းပြုလုပ်ထားသော ဂဏန်းပျော့
4	Brded SSC	Breaded Soft Shell Crab	အသင့်ကြော်ရန် အရသာအမှုန့်ပါပြီးသော ဂဏန်းပျော့
5	Squids		ကင်းမွန်
6	SSM Squid Slice	Sashimi Squid Slice	အချပ်လိုက်အလွှာလိုက်လှီးထားသောကင်းမွန်အစိမ်း
7	SSM Geso-Tsuki	Sashimi Squid Geso-Tsuki	ခေါင်းခြေနှင့်လက်သီးသန့်ကို လိုအပ်သောအတိုင်းအတာရရန် ပြုလုပ်ထားပြီးသော ကင်းမွန်ခေါင်း
8	SSM Geso	Sashimi Squid Geso	ခြေနှင့်လက်သီးသန့်အလယ်ခြမ်းထားပြီးသောကင်းမွန်
9	Prawns		ပုဇွန်
10	Sushi-Ebi		ကျောခွဲထားပြီးသောအမြီးပါ ပုဇွန်
11	Nobashi-Ebi		ခေါင်းဖြတ်၍အမြီးကိုတစ်ချက်စီညှပ်ထားပြီး ကျောတချက်ဖောက်၍ ဗိုက်ကို ငါးချက်ဖြတ်ထားပြီးသောပုဇွန်
12	Brded Shrimp	Breaded Shrimps	အသင့်ကြော်ရန် အရသာအမှုန့်ပါပြီးသော ပုဇွန်
13	Fishes		ငါး
14	Sal Yaki	SalmonYaki (Grilled)	အတုံးလိုက်လှီး၍ အပေါ်အရေခွံကင်ထားပြီးသောဆော်လမွန်ငါး
15	H.Mackerel	Horese Mackerel Hiraki-Cut	ခေါင်းဖြတ်ဗိုက်ခွဲထားပြီးသော ငါးကွမ်းရှပ်

TEXCHEM FOOD (MYANMAR) LIMITED

VALUE-ADDED-PRODUCT (VAP)

အသုံးပြုကုန်ကြမ်း၊ ကုန်ချောထွက်ရှိမှု၊ ဘေးထွက်ကုန်စည်နှင့် ဆုံးရှုံးမှုရာခိုင်နှုန်းအခြေပြဇယား

Exhibit No.V(A)

စဉ်		အမျိုးအမည်	အသုံးပြုကုန်ကြမ်း(%)	ကုန်ချောထွက်ရှိမှု(%)	ဘေးထွက်ကုန်စည်(%)	ဆုံးရှုံးမှုရာခိုင်နှုန်းအခြေပြဇယား(%)
I		**SOFT SHELL CRAB VAP**				
	1	SSC	100%	85%	-	15%
	2	Sml Cut SSC	100%	70%	-	30%
	3	Brded SSC	100%	75%	-	25%
II		**SQUID VAP**				
	1	SSM Squid Slice	100%	36%	10%	54%
	2	SSM Geso-Tsuki	100%	46%	10%	44%
	3	SSM Geso	100%	21%	10%	69%
III		**PRAWN VAP**				
	1	Sushi-Ebi	100%	65%	5%	30%
	2	Nobashi-Ebi	100%	65%	5%	30%
	3	Brded Shrimp	100%	77%	5%	18%

TEXCHEM FOOD (MYANMAR) LIMITED

CONTRACT PROCESSING (CP)

အသုံးပြုကုန်ကြမ်း၊ ကုန်ချောထွက်ရှိမှု၊ ဘေးထွက်ကုန်စည်နှင့် ဆုံးရှုံးမှုရာခိုင်နှုန်းအခြေပြဇယား

Exhibit No.V(B)

စဉ်		အမျိုးအမည်	အသုံးပြု ကုန်ကြမ်း(%)	ကုန်ချော ထွက်ရှိမှု(%)	ဘေးထွက် ကုန်စည်(%)	ဆုံးရှုံးမှုရာခိုင်နှုန်း အခြေပြဇယား(%)
I		**FISH CP**				
	1	Salmon VAP	100%	75%	15%	10%
	2	Sal. Yaki	100%	75%	15%	10%
	3	H. Mackerel	100%	45%	20%	35%
II		**SQUID CP**				
	1	SSM Squid Slice	100%	36%	10%	54%
	2	SSM Geso-Tsuki	100%	46%	10%	44%
	3	SSM Geso	100%	21%	10%	69%
III		**PRAWN CP**				
	1	Sushi-Ebi	100%	65%	5%	30%
	2	Nobashi-Ebi	100%	65%	5%	30%
	3	Brded Shrimp	100%	77%	5%	18%

TEXCHEM FOOD (MYANMAR) LIMITED

RAW MATERIAL FOR VALUE-ADDED-PRODUCT(VAP)

Exhibit No.V(A-1)

Sr No		Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		RAW MATERIAL QUANTITY (VAP)							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	Kg	225,882.35	230,400.35	234,918.35	239,436.35	243,954.35	248,472.35
	2	Smlcut SSC	Kg	102,857.14	104,914.14	106,971.14	109,028.14	111,085.14	113,142.14
	3	Brded SSC	Kg	80,000.00	81,600.00	83,200.00	84,800.00	86,400.00	88,000.00
II		**SQUID VAP**							
	1	SSM Squid Slice	Kg	400,000.00	408,000.00	416,000.00	424,000.00	432,000.00	440,000.00
	2	SSM Geso-Tsuki	Kg	208,695.65	212,869.65	217,043.65	221,217.65	225,391.65	229,565.65
	3	SSM Geso	Kg	342,857.14	349,714.14	356,571.14	363,428.14	370,285.14	377,142.14
III		**PRAWN VAP**							
	1	Sushi-Ebi	Kg	147,692.31	150,646.31	153,600.31	156,554.31	159,508.31	162,462.31
	2	Nobashi-Ebi	Kg	110,769.23	112,984.23	115,199.23	117,414.23	119,629.23	121,844.23
	3	Brded Shrimp	Kg	62,337.66	63,584.66	64,831.66	66,078.66	67,325.66	68,572.66
		RAW MATERIAL PRICE (VAP)							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	Kyats/Kg	6,227.00	6,352.00	6,477.00	6,602.00	6,727.00	6,852.00
	2	Smlcut SSC	Kyats/Kg	5,449.00	5,558.00	5,667.00	5,776.00	5,885.00	5,994.00
	3	Brded SSC	Kyats/Kg	6,227.00	6,352.00	6,477.00	6,602.00	6,727.00	6,852.00
II		**SQUID VAP**							
	1	SSM Squid Slice	Kyats/Kg	2,141.00	2,184.00	2,227.00	2,270.00	2,313.00	2,356.00
	2	SSM Geso-Tsuki	Kyats/Kg	2,141.00	2,184.00	2,227.00	2,270.00	2,313.00	2,356.00
	3	SSM Geso	Kyats/Kg	778.00	794.00	810.00	826.00	842.00	858.00
III		**PRAWN VAP**							
	1	Sushi-Ebi	Kyats/Kg	4,573.00	4,664.00	4,755.00	4,846.00	4,937.00	5,028.00
	2	Nobashi-Ebi	Kyats/Kg	4,573.00	4,664.00	4,755.00	4,846.00	4,937.00	5,028.00
	3	Brded Shrimp	Kyats/Kg	4,573.00	4,664.00	4,755.00	4,846.00	4,937.00	5,028.00
		RAW MATERIAL VALUE							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	Kyats'000	1,406,569.39	1,463,503.02	1,521,566.15	1,580,758.78	1,641,080.91	1,702,532.54
	2	Smlcut SSC	Kyats'000	560,468.56	583,112.79	606,205.45	629,746.54	653,736.05	678,173.99
	3	Brded SSC	Kyats'000	498,160.00	518,323.20	538,886.40	559,849.60	581,212.80	602,976.00
II		**SQUID VAP**							
	1	SSM Squid Slice	Kyats'000	856,400.00	891,072.00	926,432.00	962,480.00	999,216.00	1,036,640.00
	2	SSM Geso-Tsuki	Kyats'000	446,817.39	464,907.32	483,356.21	502,164.07	521,330.89	540,856.67
	3	SSM Geso	Kyats'000	266,742.85	277,673.03	288,822.62	300,191.64	311,780.09	323,587.96
III		**PRAWN VAP**							
	1	Sushi-Ebi	Kyats'000	675,396.93	702,614.39	730,369.47	758,662.19	787,492.53	816,860.49
	2	Nobashi-Ebi	Kyats'000	506,547.69	526,958.45	547,772.34	568,989.36	590,609.51	612,632.79
	3	Brded Shrimp	Kyats'000	285,070.12	296,558.85	308,274.54	320,217.19	332,386.78	344,783.33
		Total	**Kyats'000**	**5,502,172.93**	**5,724,723.05**	**5,951,685.18**	**6,183,059.37**	**6,418,845.56**	**6,659,043.77**

TEXCHEM FOOD (MYANMAR) LIMITED

VALUE-ADDED-PRODUCT (BY PRODUCT)

Exhibit V(A-2)

Sr No		Particular	Yield	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		VALUE-ADDED-PRODUCT (VAP)								
		BY PRODUCT QUANTITY								
I		**SOFT SHELL CRAB VAP**								
	1	SSC		Kg	-	-	-	-	-	-
	2	Smlcut SSC		Kg	-	-	-	-	-	-
	3	Brded SSC		Kg	-	-	-	-	-	-
II		**SQUID VAP**								
	1	SSM Squid Slice	10%	Kg	40,000.00	40,800.00	41,600.00	42,400.00	43,200.00	44,000.00
	2	SSM Geso - Tsuki	10%	Kg	20,869.57	21,286.57	21,703.57	22,120.57	22,537.57	22,954.57
	3	SSM Geso	10%	Kg	34,285.71	34,971.71	35,657.71	36,343.71	37,029.71	37,715.71
III		**PRAWN VAP**								
	1	Sushi - Ebi	5%	Kg	7,384.62	7,532.62	7,680.62	7,828.62	7,976.62	8,124.62
	2	Nobashi-Ebi	5%	Kg	5,538.46	5,649.46	5,760.46	5,871.46	5,982.46	6,093.46
	3	Brded Shrimp	5%	Kg	3,116.88	3,178.88	3,240.88	3,302.88	3,364.88	3,426.88
		LOCAL SALE PRICE (BY PRODUCT)								
I		**SOFT SHELL CRAB VAP**								
	1	SSC		Kyats/Kg	-	-	-	-	-	-
	2	Smlcut SSC		Kyats/Kg	-	-	-	-	-	-
	3	Brded SSC		Kyats/Kg	-	-	-	-	-	-
II		**SQUID VAP**								
	1	SSM Squid Slice		Kyats/Kg	19.00	19.38	19.76	20.14	20.52	20.90
	2	SSM Geso - Tsuki		Kyats/Kg	19.00	19.38	19.76	20.14	20.52	20.90
	3	SSM Geso		Kyats/Kg	19.00	19.38	19.76	20.14	20.52	20.90
		PRAWN VAP								
III	1	Sushi-Ebi		Kyats/Kg	280.00	285.60	291.20	296.80	302.40	308.00
	2	Nobashi-Ebi		Kyats/Kg	280.00	285.60	291.20	296.80	302.40	308.00
	3	Brded Shrimp		Kyats/Kg	280.00	285.60	291.20	296.80	302.40	308.00
		INCOME VALUE (BY PRODUCT)								
I		**SOFT SHELL CRAB VAP**								
	1	SSC		Kyats'000	-	-	-	-	-	-
	2	Smlcut SSC		Kyats'000	-	-	-	-	-	-
	3	Brded SSC		Kyats'000	-	-	-	-	-	-
II		**SQUID VAP**								
	1	SSM Squid Slice		Kyats'000	760.00	790.70	822.02	853.94	886.46	919.60
	2	SSM Geso - Tsuki		Kyats'000	396.52	412.53	428.86	445.51	462.47	479.75
	3	SSM Geso		Kyats'000	651.43	677.75	704.60	731.96	759.85	788.26
III		**PRAWN VAP**								
	1	Sushi - Ebi		Kyats'000	2,067.69	2,151.32	2,236.60	2,323.53	2,412.13	2,502.38
	2	Nobashi-Ebi		Kyats'000	1,550.77	1,613.49	1,677.45	1,742.65	1,809.10	1,876.79
	3	Brded Shrimp		Kyats'000	872.73	907.89	943.74	980.29	1,017.54	1,055.48
		Total (Kyats)		**Kyats'000**	**6,299.14**	**6,553.68**	**6,813.27**	**7,077.88**	**7,347.55**	**7,622.26**

TEXCHEM FOOD (MYANMAR) LIMITED

RAW MATERIAL FOR CONTRACT PROCESSING (CP)

Exhibit No.V(B-1)

Sr No		Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		RAW MATERIAL QUANTITY (CP)							
I		**FISH CP**							
	1	Salmon VAP	Kg	240,000.00	244,800.00	249,600.00	254,400.00	259,200.00	264,000.00
	2	Sal. Yaki	Kg	320,000.00	326,400.00	332,800.00	339,200.00	345,600.00	352,000.00
	3	H. Mackerel	Kg	533,333.33	544,000.33	554,667.33	565,334.33	576,001.33	586,668.33
II		**SQUID CP**							
	1	SSM Squid Slice	Kg	266,666.67	271,999.67	277,332.67	282,665.67	287,998.67	293,331.67
	2	SSM Geso-Tsuki	Kg	156,521.74	159,651.74	162,781.74	165,911.74	169,041.74	172,171.74
	3	SSM Geso	Kg	285,714.29	291,428.29	297,142.29	302,856.29	308,570.29	314,284.29
III		**PRAWN CP**							
	1	Sushi-Ebi	Kg	92,307.69	94,153.69	95,999.69	97,845.69	99,691.69	101,537.69
	2	Nobashi-Ebi	Kg	64,615.38	65,907.38	67,199.38	68,491.38	69,783.38	71,075.38
	3	Brded Shrimp	Kg	38,961.04	39,740.04	40,519.04	41,298.04	42,077.04	42,856.04

TEXCHEM FOOD (MYANMAR) LIMITED

CONTRACT PROCESSING (CP) (BY PRODUCT)

Exhibit V(B-2)

Sr No		Particular	Yield	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		CONTRACT PROCESSING (CP) BY PRODUCT QUANTITY								
I		**FISH CP**								
	1	Salmon VAP	15%	Kg	36,000.00	36,720.00	37,440.00	38,160.00	38,880.00	39,600.00
	2	Sal. Yaki	15%	Kg	48,000.00	48,960.00	49,920.00	50,880.00	51,840.00	52,800.00
	3	H. Mackerel	20%	Kg	106,666.67	108,799.67	110,932.67	113,065.67	115,198.67	117,331.67
II		**SQUID CP**								
	1	SSM Squid Slice	10%	Kg	26,666.67	27,199.67	27,732.67	28,265.67	28,798.67	29,331.67
	2	SSM Geso - Tsuki	10%	Kg	15,652.17	15,965.17	16,498.17	17,031.17	17,564.17	18,097.17
	3	SSM Geso	10%	Kg	28,571.43	29,142.43	29,675.43	30,208.43	30,741.43	31,274.43
III		**PRAWN CP**								
	1	Sushi - Ebi	5%	Kg	4,615.38	4,707.38	4,799.38	4,891.38	4,983.38	5,075.38
	2	Nobashi-Ebi	5%	Kg	3,230.77	3,295.77	3,360.77	3,425.77	3,490.77	3,555.77
	3	Brded Shrimp	5%	Kg	1,948.05	1,987.05	2,026.05	2,065.05	2,104.05	2,143.05
		LOCAL SALE PRICE (BY PRODUCT)								
I		**FISH CP**								
	1	Salmon VAP		Kyats/Kg	48.65	49.62	50.59	51.56	52.53	53.50
	2	Sal. Yaki		Kyats/Kg	48.65	49.62	50.59	51.56	52.53	53.50
	3	H. Mackerel		Kyats/Kg	48.65	49.62	50.59	51.56	52.53	53.50
II		**SQUID CP**								
	1	SSM Squid Slice		Kyats/Kg	19.46	19.85	20.24	20.63	21.02	21.41
	2	SSM Geso - Tsuki		Kyats/Kg	19.46	19.85	20.24	20.63	21.02	21.41
	3	SSM Geso		Kyats/Kg	19.46	19.85	20.24	20.63	21.02	21.41
		PRAWN CP								
III	1	Sushi - Ebi		Kyats/Kg	282.17	287.81	293.45	299.09	304.73	310.37
	2	Nobashi-Ebi		Kyats/Kg	282.17	287.81	293.45	299.09	304.73	310.37
	3	Brded Shrimp		Kyats/Kg	282.17	287.81	293.45	299.09	304.73	310.37
		INCOME VALUE (BY PRODUCT)								
I		**FISH CP**								
	1	Salmon VAP		Kyats'000	1,751.40	1,822.05	1,894.09	1,967.53	2,042.37	2,118.60
	2	Sal. Yaki		Kyats'000	2,335.20	2,429.40	2,525.45	2,623.37	2,723.16	2,824.80
	3	H. Mackerel		Kyats'000	5,189.33	5,398.64	5,612.08	5,829.67	6,051.39	6,277.24
II		**SQUID CP**								
	1	SSM Squid Slice		Kyats'000	518.93	539.91	561.31	583.12	605.35	627.99
	2	SSM Geso - Tsuki		Kyats'000	304.59	316.91	333.92	351.35	369.20	387.46
	3	SSM Geso		Kyats'000	556.00	578.48	600.63	623.20	646.18	669.59
III		**PRAWN CP**								
	1	Sushi - Ebi		Kyats'000	1,302.32	1,354.83	1,408.38	1,462.96	1,518.59	1,575.25
	2	Nobashi-Ebi		Kyats'000	911.63	948.56	986.22	1,024.61	1,063.74	1,103.60
	3	Brded Shrimp		Kyats'000	549.68	571.89	594.54	617.64	641.17	665.14
		Total Kyats		**Kyats'000**	**13,419.08**	**13,960.67**	**14,516.62**	**15,083.45**	**15,661.15**	**16,249.67**

TEXCHEM FOOD (MYANMAR) LIMITED

GOOD TO BE PRODUCED FOR VALUE-ADDED-PRODUCTS (VAP)

Exhibit No. VI

Sr No		Particular	Yield	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		PRODUCTON QUANTITY								
I		**SOFT SHELL CRAB VAP**								
	1	SSC	85%	Kg	192,000.00	195,840.00	199,680.00	203,520.00	207,360.00	211,200.00
	2	Smlcut SSC	70%	Kg	72,000.00	73,440.00	74,880.00	76,320.00	77,760.00	79,200.00
	3	Brded SSC	75%	Kg	60,000.00	61,200.00	62,400.00	63,600.00	64,800.00	66,000.00
II		**SQUID VAP**								
	1	SSM Squid Slice	36%	Kg	144,000.00	146,880.00	149,760.00	152,640.00	155,520.00	158,400.00
	2	SSM Geso-Tsuki	46%	Kg	96,000.00	97,920.00	99,840.00	101,760.00	103,680.00	105,600.00
	3	SSM Geso	21%	Kg	72,000.00	73,440.00	74,880.00	76,320.00	77,760.00	79,200.00
III		**PRAWN VAP**								
	1	Sushi-Ebi	65%	Kg	96,000.00	97,920.00	99,840.00	101,760.00	103,680.00	105,600.00
	2	Nobashi-Ebi	65%	Kg	72,000.00	73,440.00	74,880.00	76,320.00	77,760.00	79,200.00
	3	Brded Shrimp	77%	Kg	48,000.00	48,960.00	49,920.00	50,880.00	51,840.00	52,800.00
		EXPORT QUANTITY (70%)								
I		**SOFT SHELL CRAB VAP**								
	1	SSC		Kg	134,400.00	137,088.00	139,776.00	142,464.00	145,152.00	147,840.00
	2	Smlcut SSC		Kg	50,400.00	51,408.00	52,416.00	53,424.00	54,432.00	55,440.00
	3	Brded SSC		Kg	42,000.00	42,840.00	43,680.00	44,520.00	45,360.00	46,200.00
II		**SQUID VAP**								
	1	SSM Squid Slice		Kg	100,800.00	102,816.00	104,832.00	106,848.00	108,864.00	110,880.00
	2	SSM Geso - Tsuki		Kg	67,200.00	68,544.00	69,888.00	71,232.00	72,576.00	73,920.00
	3	SSM Geso		Kg	50,400.00	51,408.00	52,416.00	53,424.00	54,432.00	55,440.00
III		**PRAWN VAP**								
	1	Sushi - Ebi		Kg	67,200.00	68,544.00	69,888.00	71,232.00	72,576.00	73,920.00
	2	Nobashi-Ebi		Kg	50,400.00	51,408.00	52,416.00	53,424.00	54,432.00	55,440.00
	3	Brded Shrimp		Kg	33,600.00	34,272.00	34,944.00	35,616.00	36,288.00	36,960.00
		LOCAL QUANTITY (30%)								
I		**SOFT SHELL CRAB VAP**								
	1	SSC		Kg	57,600.00	58,752.00	59,904.00	61,056.00	62,208.00	63,360.00
	2	Smlcut SSC		Kg	21,600.00	22,032.00	22,464.00	22,896.00	23,328.00	23,760.00
	3	Brded SSC		Kg	18,000.00	18,360.00	18,720.00	19,080.00	19,440.00	19,800.00
		SQUID VAP								
	1	SSM Squid Slice		Kg	43,200.00	44,064.00	44,928.00	45,792.00	46,656.00	47,520.00
	2	SSM Geso - Tsuki		Kg	28,800.00	29,376.00	29,952.00	30,528.00	31,104.00	31,680.00
	3	SSM Geso		Kg	21,600.00	22,032.00	22,464.00	22,896.00	23,328.00	23,760.00
III		**PRAWN VAP**								
	1	Sushi - Ebi		Kg	28,800.00	29,376.00	29,952.00	30,528.00	31,104.00	31,680.00
	2	Nobashi-Ebi		Kg	21,600.00	22,032.00	22,464.00	22,896.00	23,328.00	23,760.00
	3	Brded Shrimp		Kg	14,400.00	14,688.00	14,976.00	15,264.00	15,552.00	15,840.00

TEXCHEM FOOD (MYANMAR)LIMITED

GOOD TO BE PRODUCED FOR VALUE-ADDED-PRODUCTS (VAP)

Exhibit No.VI (A)

Sr	No	Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
I		**EXPORT SALE PRICE**							
		SOFT SHELL CRAB VAP							
	1	SSC	US$/Kg	9.60	9.79	9.98	10.17	10.36	10.55
	2	Smlcut SSC	US$/Kg	10.40	10.61	10.82	11.03	11.24	11.45
	3	Brded SSC	US$/Kg	11.85	12.09	12.33	12.57	12.81	13.05
II		**SQUID VAP**							
	1	SSM Squid Slice	US$/Kg	9.30	9.49	9.68	9.87	10.06	10.25
	2	SSM Geso - Tsuki	US$/Kg	7.75	7.91	8.07	8.23	8.39	8.55
	3	SSM Geso	US$/Kg	6.40	6.53	6.66	6.79	6.92	7.05
		PRAWN VAP							
III	1	Sushi - Ebi	US$/Kg	9.85	10.05	10.25	10.45	10.65	10.85
	2	Nobashi-Ebi	US$/Kg	10.10	10.30	10.50	10.70	10.90	11.10
	3	Brded Shrimp	US$/Kg	10.40	10.61	10.82	11.03	11.24	11.45
		LOCAL SALE PRICE							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	Ks/Kg	9,341.00	9,528.00	9,715.00	9,902.00	10,089.00	10,276.00
	2	Smlcut SSC	Ks/Kg	10,119.00	10,321.00	10,523.00	10,725.00	10,927.00	11,129.00
	3	Brded SSC	Ks/Kg	11,530.00	11,761.00	11,992.00	12,223.00	12,454.00	12,685.00
II		**SQUID VAP**							
	1	SSM Squid Slice	Ks/Kg	9,049.00	9,230.00	9,411.00	9,592.00	9,773.00	9,954.00
	2	SSM Geso - Tsuki	Ks/Kg	7,541.00	7,692.00	7,843.00	7,994.00	8,145.00	8,296.00
	3	SSM Geso	Ks/Kg	6,227.00	6,352.00	6,477.00	6,602.00	6,727.00	6,852.00
		PRAWN VAP							
	1	Sushi - Ebi	Ks/Kg	9,584.00	9,776.00	9,968.00	10,160.00	10,352.00	10,544.00
	2	Nobashi-Ebi	Ks/Kg	9,827.00	10,024.00	10,221.00	10,418.00	10,615.00	10,812.00
	3	Brded Shrimp	Ks/Kg	10,119.00	10,321.00	10,523.00	10,725.00	10,927.00	11,129.00

TEXCHEM FOOD (MYANMAR) LIMITED

GOOD TO BE PRODUCED FOR VALUE-ADDED-PRODUCTS (VAP)

Exhibit No.VI (B)

Sr No		Particular	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		EXPORT VALUE							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	US$'000	1,290.24	1,342.09	1,394.96	1,448.86	1,503.77	1,559.71
	2	Smlcut SSC	US$'000	524.16	545.44	567.14	589.27	611.82	634.79
	3	Brded SSC	US$'000	497.70	517.94	538.57	559.62	581.06	602.91
II		**SQUID VAP**							
	1	SSM Squid Slice	US$'000	937.44	975.72	1,014.77	1,054.59	1,095.17	1,136.52
	2	SSM Geso - Tsuki	US$'000	520.80	542.18	564.00	586.24	608.91	632.02
	3	SSM Geso	US$'000	322.56	335.69	349.09	362.75	376.67	390.85
		PRAWN VAP							
	1	Sushi - Ebi	US$'000	661.92	688.87	716.35	744.37	772.93	802.03
	2	Nobashi-Ebi	US$'000	509.04	529.50	550.37	571.64	593.31	615.38
	3	Brded Shrimp	US$'000	349.44	363.63	378.09	392.84	407.88	423.19
		Total Export Income	**US$'000**	**5,613.30**	**5,841.06**	**6,073.34**	**6,310.18**	**6,551.52**	**6,797.40**
		Equivalent (Kyats)	**Kyats'000**	**5,461,740.90**	**5,683,351.38**	**5,909,359.82**	**6,139,805.14**	**6,374,628.96**	**6,613,870.20**
		LOCAL VALUE							
I		**SOFT SHELL CRAB VAP**							
	1	SSC	Kyats'000	538,041.60	559,789.06	581,967.36	604,576.51	627,616.51	651,087.36
	2	Smlcut SSC	Kyats'000	218,570.40	227,392.27	236,388.67	245,559.60	254,905.06	264,425.04
	3	Brded SSC	Kyats'000	207,540.00	215,931.96	224,490.24	233,214.84	242,105.76	251,163.00
II		**SQUID VAP**							
	1	SSM Squid Slice	Kyats'000	390,916.80	406,710.72	422,817.41	439,236.86	455,969.09	473,014.08
	2	SSM Geso - Tsuki	Kyats'000	217,180.80	225,960.19	234,913.54	244,040.83	253,342.08	262,817.28
	3	SSM Geso	Kyats'000	134,503.20	139,947.26	145,499.33	151,159.39	156,927.46	162,803.52
III		**PRAWN VAP**							
	1	Sushi - Ebi	Kyats'000	276,019.20	287,179.78	298,561.54	310,164.48	321,988.61	334,033.92
	2	Nobashi-Ebi	Kyats'000	212,263.20	220,848.77	229,604.54	238,530.53	247,626.72	256,893.12
	3	Brded Shrimp	Kyats'000	145,713.60	151,594.85	157,592.45	163,706.40	169,936.70	176,283.36
		Total Local Income	**Kyats'000**	**2,340,748.80**	**2,435,354.86**	**2,531,835.08**	**2,630,189.44**	**2,730,417.97**	**2,832,520.68**
		Total Value-Added-Product	**Kyats'000**	**7,802,489.70**	**8,118,706.24**	**8,441,194.90**	**8,769,994.58**	**9,105,046.93**	**9,446,390.88**

Remark :Exchange Rate 1US$ = Kyats 973

Market Price On (13.11.2013)

TEXCHEM FOOD (MYANMAR) LIMITED

GOOD TO BE PRODUCED FOR CONTRACT PROCESSING (CP)

Exhibit VI-(C)

Sr No		Particular	Yield	Unit	Year-1	Year-2	Year-3	Year-4	Year-5	Year-6-10
		PRODUCTION QUANTITY								
		CONTRACT PROCESSING (CP)								
I		**FISH CP**								
	1	Salmon VAP	75%	Kg	180,000.00	183,600.00	187,200.00	190,800.00	194,400.00	198,000.00
	2	Sal.Yaki	75%	Kg	240,000.00	244,800.00	249,600.00	254,400.00	259,200.00	264,000.00
	3	H.Mackerel	45%	Kg	240,000.00	244,800.00	249,600.00	254,400.00	259,200.00	264,000.00
II		**SQUID CP**								
	1	SSM Squid Slice	36%	Kg	96,000.00	97,920.00	99,840.00	101,760.00	103,680.00	105,600.00
	2	SSM Geso-Tsuki	46%	Kg	72,000.00	73,440.00	74,880.00	76,320.00	77,760.00	79,200.00
	3	SSM Geso	21%	Kg	60,000.00	61,200.00	62,400.00	63,600.00	64,800.00	66,000.00
III		**PRAWN CP**								
	1	Sushi-Ebi	65%	Kg	60,000.00	61,200.00	62,400.00	63,600.00	64,800.00	66,000.00
	2	Nobashi-Ebi	65%	Kg	42,000.00	42,840.00	43,680.00	44,520.00	45,360.00	46,200.00
	3	Brded Shrimp	77%	Kg	30,000.00	30,600.00	31,200.00	31,800.00	32,400.00	33,000.00
		INCOME PRICE FOR CONTRACT PROCESSING (CP)								
I		**FISH CP**								
	1	Salmon VAP		US$/Kg	0.80	0.82	0.84	0.86	0.88	0.90
	2	Sal.Yaki		US$/Kg	0.85	0.87	0.89	0.91	0.93	0.95
	3	H.Mackerel		US$/Kg	0.75	0.77	0.79	0.81	0.83	0.85
II		**SQUID CP**								
	1	SSM Squid Slice		US$/Kg	2.10	2.14	2.18	2.22	2.26	2.30
	2	SSM Geso-Tsuki		US$/Kg	1.90	1.94	1.98	2.02	2.06	2.10
	3	SSM Geso		US$/Kg	1.60	1.63	1.66	1.69	1.72	1.75
III		**PRAWN CP**								
	1	Sushi-Ebi		US$/Kg	1.65	1.68	1.71	1.74	1.77	1.80
	2	Nobashi-Ebi		US$/Kg	1.90	1.94	1.98	2.02	2.06	2.10
	3	Brded Shrimp		US$/Kg	3.00	3.06	3.12	3.18	3.24	3.30
		INCOME VALUE CONTRACT PROCESSING (CP)								
		FISH CP								
	1	Salmon VAP		US$'000	144.00	150.55	157.25	164.09	171.07	178.20
	2	Sal.Yaki		US$'000	204.00	212.98	222.14	231.50	241.06	250.80
	3	H.Mackerel		US$'000	180.00	188.50	197.18	206.06	215.14	224.40
II		**SQUID CP**								
	1	SSM Squid Slice		US$'000	201.60	209.55	217.65	225.91	234.32	242.88
	2	SSM Geso-Tsuki		US$'000	136.80	142.47	148.26	154.17	160.19	166.32
	3	SSM Geso		US$'000	96.00	99.76	103.58	107.48	111.46	115.50
III		**PRAWN CP**								
	1	Sushi-Ebi		US$'000	99.00	102.82	106.70	110.66	114.70	118.80
	2	Nobashi-Ebi		US$'000	79.80	83.11	86.49	89.93	93.44	97.02
	3	Brded Shrimp		US$'000	90.00	93.64	97.34	101.12	104.98	108.90
Total Income (US$)				**US$,000**	**1,231.20**	**1,283.38**	**1,336.59**	**1,390.92**	**1,446.36**	**1,502.82**
Equivalent (Kyats)				**Kyats'000**	**1,197,957.60**	**1,248,728.74**	**1,300,502.07**	**1,353,365.16**	**1,407,308.28**	**1,462,243.86**

Remark : Exchange Rate 1US$ = Kyats 973
Market Price On (13.11.2013)

TEXCHEM FOOD (MYANMAR) LIMITED

PROFIT & LOSS STATEMENT

(In Thousand) Exhibit No. VII

Sr No		Particulars	Year 1			Year 2			Year 3		
			US $	Kyats	Total Ks	US $	Kyats	Total Ks	US $	Kyats	Total Ks
1		**Income**									
	1	Value-Added-Product (VAP)-Export	5,613.30		5,461,740.90	5,841.06		5,683,351.38	6,073.34		5,909,359.82
	2	Value-Added-Product (VAP)-Local		2,340,748.80	2,340,748.80		2,435,354.86	2,435,354.86		2,531,835.08	2,531,835.08
	3	Contract Processing (CP)	1,231.20		1,197,957.60	1,283.38		1,248,728.74	1,336.59		1,300,502.07
	4	By Product (VAP)		6,299.14	6,299.14		6,553.68	6,553.68		6,813.27	6,813.27
	5	By Product (CP)		13,419.08	13,419.08		13,960.67	13,960.67		14,516.62	14,516.62
			6,844.50	**2,360,467.02**	**9,020,165.52**	**7,124.44**	**2,455,869.21**	**9,387,949.33**	**7,409.93**	**2,553,164.97**	**9,763,026.86**
2		**Expenditure**									
	1	Raw Material Cost (VAP)		5,502,172.93	5,502,172.93		5,724,723.05	5,724,723.05		5,951,685.18	5,951,685.18
	2	Packing Materials (VAP)		454,780.20	454,780.20		463,876.20	463,876.20		472,972.20	472,972.20
	3	Transportation (VAP)		207,249.00	207,249.00		211,394.00	211,394.00		215,539.00	215,539.00
	4	Ice Cost		282,325.68	282,325.68		287,972.68	287,972.68		293,619.68	293,619.68
	5	Salary & Wages		1,297,787.40	1,297,787.40		1,323,738.40	1,323,738.40		1,349,689.40	1,349,689.40
		Electricity-Genset		507,088.68	507,088.68		517,230.68	517,230.68		527,372.68	527,372.68
	7	Repairs & Maintenance		127,501.92	127,501.92		130,051.92	130,051.92		132,601.92	132,601.92
	8	Sales & Marketing Expenses		77,878.92	77,878.92		79,436.92	79,436.92		80,994.92	80,994.92
	9	Administration		54,643.68	54,643.68		55,736.68	55,736.68		56,829.68	56,829.68
	10	Butter Mix		27,730.50	27,730.50		28,285.50	28,285.50		28,840.50	28,840.50
	11	Breadcrumb Costs		68,888.40	68,888.40		70,266.40	70,266.40		71,644.40	71,644.40
	12	Rental Fees		47,723.65	47,723.65		47,723.65	47,723.65		47,723.65	47,723.65
	13	Commercial Tax		112,403.19	112,403.19		116,946.15	116,946.15		121,579.28	121,579.28
	14	Depreciation		31,827.00	31,827.00		31,827.00	31,827.00		31,827.00	31,827.00
		Sub-Total	-	**8,800,001.15**	**8,800,001.15**	-	**9,089,209.23**	**9,089,209.23**	-	**9,382,919.49**	**9,382,919.49**
3		**Net Profit**	**6,844.50**	**(6,439,534.13)**	**220,164.37**	**7,124.44**	**(6,633,340.02)**	**298,740.10**	**7,409.93**	**(6,829,754.52)**	**380,107.37**
4		**Income Tax**			**55,041.09**			**74,685.03**			**95,026.84**
5		**Total Net Profit**	**6,844.50**	**(6,439,534.13)**	**165,123.28**	**7,124.44**	**(6,633,340.02)**	**224,055.07**	**7,409.93**	**(6,829,754.52)**	**285,080.53**

Remark : 1. Exchange Rate - 1US$ = 973 Kyats (Market Price On-13.11.2013)

2. Depreciation is calculated 10% based on Office Furniture & Equipment and 6.25% based on Machinery & Equipment using straight line method . Depreciation is the rate which is prescribed by notification No.103/2012 on (15.3.2012) of Ministry of Finance.

3. Commercial Tax is calculated at (5%) on local sale (Commercial Tax = local Sale x 5/105).

4. Income Tax is calculated (25%) on net profit.

TEXCHEM FOOD (MYANMAR) LIMITED

PROFIT & LOSS STATEMENT

(In Thousand) Exhibit No. VII

Sr No		Particulars	Year4			Year 5			Year 6-10		
			US $	Kyats	Total Ks.	US $	Kyats	Total Ks.	US $	Kyats	Total Ks.
1		**Income**									
	1	Value-Added-Product (VAP)-Export	6,310.18		6,139,805.14	6,551.52		6,374,628.96	6,797.40		6,613,870.20
	2	Value-Added-Product (VAP)-Local		2,630,189.44	2,630,189.44		2,730,417.97	2,730,417.97		2,832,520.68	2,832,520.68
	3	Contract Processing (CP)	1,390.92		1,353,365.16	1,446.36		1,407,308.28	1,502.82		1,462,243.86
	4	By Product (VAP)		7,077.88	7,077.88		7,347.55	7,347.55		7,622.26	7,622.26
	5	By Product (CP)		15,083.45	15,083.45		15,661.15	15,661.15		16,249.67	16,249.67
		Sub-Total	**7,701.10**	**2,652,350.77**	**10,145,521.07**	**7,997.88**	**2,753,426.67**	**10,535,363.91**	**8,300.22**	**2,856,392.61**	**10,932,506.67**
2		**Expenditure**									
	1	Raw Material Cost (VAP)		6,183,059.37	6,183,059.37		6,418,845.56	6,418,845.56		6,659,043.77	6,659,043.77
	2	Packing Materials (VAP)		482,068.20	482,068.20		491,164.20	491,164.20		500,260.20	500,260.20
	3	Transportation (VAP)		219,684.00	219,684.00		223,829.00	223,829.00		227,974.00	227,974.00
	4	Ice Cost		299,266.68	299,266.68		304,913.68	304,913.68		310,560.68	310,560.68
	5	Salary & Wages		1,375,640.40	1,375,640.40		1,401,591.40	1,401,591.40		1,427,542.40	1,427,542.40
	6	Electricity-Genset		537,514.68	537,514.68		547,656.68	547,656.68		557,798.68	557,798.68
	7	Repairs & Maintenance		135,151.92	135,151.92		137,701.92	137,701.92		140,251.92	140,251.92
	8	Sales & Marketing Expenses		82,552.92	82,552.92		84,110.92	84,110.92		85,668.92	85,668.92
	9	Administration		57,922.68	57,922.68		59,015.68	59,015.68		60,108.68	60,108.68
	10	Butter Mix		29,395.50	29,395.50		29,950.50	29,950.50		30,505.50	30,505.50
	11	Breadcrumb Costs		73,022.40	73,022.40		74,400.40	74,400.40		75,778.40	75,778.40
	12	Rental Fees		47,723.65	47,723.65		47,723.65	47,723.65		47,723.65	47,723.65
	13	Commercial Tax		126,302.42	126,302.42		131,115.56	131,115.56		136,018.70	136,018.70
	14	Depreciation		31,827.00	31,827.00		31,827.00	31,827.00		31,827.00	31,827.00
		Sub-Total	**-**	**9,681,131.82**	**9,681,131.82**	**-**	**9,983,846.14**	**9,983,846.14**	**-**	**10,291,062.49**	**10,291,062.49**
3		**Net Profit**	**7,701.10**	**(7,028,781.05)**	**464,389.25**	**7,997.88**	**(7,230,419.47)**	**551,517.77**	**8,300.22**	**(7,434,669.88)**	**641,444.18**
4		**Income Tax**			**116,097.31**			**137,879.44**			**160,361.05**
5		**Total Net Profit**	**7,701.10**	**(7,028,781.05)**	**348,291.94**	**7,997.88**	**(7,230,419.47)**	**413,638.33**	**8,300.22**	**(7,434,669.88)**	**481,083.13**

Remark : 1. Exchange Rate - 1US$ = 973 Kyats (Market Price On-13.11.2013)

2. Depreciation is calculated 10% based on Office Furniture & Equipment and 6.25% based on Machinery & Equipment using straight line method . Depreciation is the rate which is prescribed by notification No.103/2012 on (15.3.2012) of Ministry of Finance.

3. Commercial Tax is calculated at (5%) on local Sale (Commercial Tax = local Sale x 5/105).

4. Income Tax is calculated (25%) on net profit.

TEXCHEM FOOD (MYANMAR) LIMITED

DEPRECIATION STATEMENT

Exhibit No.VII (A)
(In Thousand)

Sr No	Particular	Value (US$)	Equivalent (Kyats)	Dep: Rate	Depreciation					
					Year -1	Year -2	Year -3	Year -4	Year -5	Year -6-10
1	Office Furniture & Equipment	15.00	14,595.00	10%	1,460	1,460	1,460	1,460	1,460	1,460
2	Machinery & Equipment	499.36	485,877.28	6.25%	30,367	30,367	30,367	30,367	30,367	30,367
	Total	**514.36**	**500,472.28**		**31,827**	**31,827**	**31,827**	**31,827**	**31,827**	**31,827**

Remark : (1) Exchange Rate 1US$ = Kyats 973 (Market Price On-13.11.2013)

TEXCHEM FOOD (MYANMAR) LIMITED

CASH FLOW STATEMENT

(In Thousand)
Exhibit No.VIII

		0	1	2	3	4	5	.6 -10
	CASH INFLOW							
1	Income		9,020,165.52	9,387,949.33	9,763,026.86	10,145,521.07	10,535,363.91	10,932,506.67
	CASH OUTFLOW							
2	Cost Of Goods Sold		-	-	-	-	-	-
3	Other Costs		8,655,770.96	8,940,436.08	9,229,513.21	9,523,002.40	9,820,903.59	10,123,216.80
4	Tax On Operation		167,444.28	191,631.18	216,606.12	242,399.73	268,995.00	296,379.75
5	Cash Flow From Operation (1 - 2 - 3 - 4)		196,950.28	255,882.07	316,907.53	380,118.94	445,465.33	512,910.13
6	Change in Working Capital	-	-	-	-	-	-	-
7	Capital investment and Disposal	- 1,654,100.00	-	-	-	-	-	-
8	Net Cash Flow (5 + 6 + 7)	- 1,654,100.00	196,950.28	255,882.07	316,907.53	380,118.94	445,465.33	512,910.13

TEXCHEM FOOD (MYANMAR) LIMITED

INTERNAL RATE OF RETURN

(In Thousand)
Exhibit No.VIII (A)

Year	Investment (Cash Out Flow)	Net Profit	Depreciation	Total Cash Flow	Cash Flow	DCF		DCF	
						DF 15%	DCF	DF 20%	DCF
0	1,654,100.00				- 1,654,100.00	1.00	-1654100	1.00	-1654100
1		165,123.28	31,827.00	196,950.28	196,950.28	0.870	171347	0.833	164060
2		224,055.07	31,827.00	255,882.07	255,882.07	0.756	193447	0.694	177582
3		285,080.53	31,827.00	316,907.53	316,907.53	0.658	208525	0.579	183489
4		348,291.94	31,827.00	380,118.94	380,118.94	0.572	217428	0.482	183217
5		413,638.33	31,827.00	445,465.33	445,465.33	0.497	221396	0.402	179077
6		481,083.13	31,827.00	512,910.13	512,910.13	0.432	221577	0.335	171825
7		481,083.13	31,827.00	512,910.13	512,910.13	0.376	192854	0.279	143102
8		481,083.13	31,827.00	512,910.13	512,910.13	0.327	167722	0.233	119508
9		481,083.13	31,827.00	512,910.13	512,910.13	0.284	145666	0.194	99505
10		481,083.13	31,827.00	512,910.13	512,910.13	0.247	126689	0.162	83091
							212551		**-149644**

$$\text{Internal Rate Of Return} = r_1 + \frac{N_1}{N_1 - N_2}(r_2 - r_1)$$

$$= 15 + \frac{212,551}{212551-(-149644)}(20 - 15)$$

$$= 15 + \frac{212,551}{362,195} \quad 5$$

$$= 15 + \frac{1,062,755}{362,195}$$

$$= 15 + 2.93$$

$$= 17.93$$

TEXCHEM FOOD (MYANMAR) LIMITED

Payback Period

Exhibit No.IX

(In Thousand)

Investment	1,654,100.00
Year 1 Cash Flow	196,950.28
	1,457,149.72
Year 2 Cash Flow	255,882.07
	1,201,267.65
Year 3 Cash Flow	316,907.53
	884,360.12
Year 4 Cash Flow	380,118.94
	504,241.18
Year 5 Cash Flow	445,465.33
	58,775.86
	58,775.86

Payback Period 5 Years 1 month

TEXCHEM FOOD (MYANMAR) LIMITED

LIST OF PERSONNEL REQUIREMENT AND SALARY

Exhibit No.X
(In Thousand)

Sr No	Description	No.of Requirement	Basic Pay Kyats	Estimated Annual Cost of Employees
	Foreign Persons			
	Expatriate			
1	Managers of Production	3	827.05	29,773.80
2	Asst. Managers for Production	3	681.10	24,519.60
3	Managers for QC	3	827.05	29,773.80
4	Managers for Product Development	1	827.05	9,924.60
5	Manager for R&D	1	827.05	9,924.60
6	Manager for Laboratory	1	827.05	9,924.60
7	Manager for Finance	1	827.05	9,924.60
8	Asst. Manager for Finance	1	681.10	8,173.20
9	Manager for Mech. & Engineering	1	827.05	9,924.60
10	Asst. Manager for Mech & Engineering	1	681.10	8,173.20
11	Advisor for Production	1	1,167.60	14,011.20
12	Advisor for Product Development	1	1,167.60	14,011.20
13	Advisor for R&D	1	1,167.60	14,011.20
14	Advisor for Laboratory	1	1,167.60	14,011.20
		20		
	Local Persons			
1	Leader of Local Section Heads	1	369.00	4,428.00
2	Senior Local Section Heads	11	364.00	48,048.00
3	Assistant Local Section Heads	15	215.50	38,790.00
4	Team Leaders	18	140.00	30,240.00
5	Local Staff/Workers	1155	70.00	970,200.00
		1200		
	Total	**1220**		**1,297,787.40**

Remark: (1) Salaries of personnel will be increased 2% per year.

TEXCHEM FOOD (MYANMAR) LIMITED

LIST OF PERSONNEL REQUIREMENT AND SALARY

Exhibit No.X (A)
(Kyats In Thousand)

Sr No	Decription	No of Requirement	Annual Cost of Employee					
			Year -1	Year -2	Year -3	Year -4	Year -5	Year -6-10
	Foreign Persons							
	Expatriate							
1	Managers of Production	3	29,773.80	30,368.80	30,963.80	31,558.80	32,153.80	32,748.80
2	Asst. Managers for Production	3	24,519.60	25,009.60	25,499.60	25,989.60	26,479.60	26,969.60
3	Managers for QC	3	29,773.80	30,368.80	30,963.80	31,558.80	32,153.80	32,748.80
4	Managers for Product Development	1	9,924.60	10,122.60	10,320.60	10,518.60	10,716.60	10,914.60
5	Manager for R&D	1	9,924.60	10,122.60	10,320.60	10,518.60	10,716.60	10,914.60
6	Manager for Laboratory	1	9,924.60	10,122.60	10,320.60	10,518.60	10,716.60	10,914.60
7	Manager for Finance	1	9,924.60	10,122.60	10,320.60	10,518.60	10,716.60	10,914.60
8	Asst. Manager for Finance	1	8,173.20	8,336.20	8,499.20	8,662.20	8,825.20	8,988.20
9	Manager for Mech. & Engineering	1	9,924.60	10,122.60	10,320.60	10,518.60	10,716.60	10,914.60
10	Asst. Manager for Mech & Engineering	1	8,173.20	8,336.20	8,499.20	8,662.20	8,825.20	8,988.20
11	Advisor for Production	1	14,011.20	14,291.20	14,571.20	14,851.20	15,131.20	15,411.20
12	Advisor for Product Development	1	14,011.20	14,291.20	14,571.20	14,851.20	15,131.20	15,411.20
13	Advisor for R&D	1	14,011.20	14,291.20	14,571.20	14,851.20	15,131.20	15,411.20
14	Advisor for Laboratory	1	14,011.20	14,291.20	14,571.20	14,851.20	15,131.20	15,411.20
		20						
	Local Persons							
1	Leader Local Section Head	1	4,428.00	4,517.00	4,606.00	4,695.00	4,784.00	4,873.00
2	Senior Local Section Head	11	48,048.00	49,009.00	49,970.00	50,931.00	51,892.00	52,853.00
3	Assistant Local Section Heads	15	38,790.00	39,566.00	40,342.00	41,118.00	41,894.00	42,670.00
4	Team Leaders	18	30,240.00	30,845.00	31,450.00	32,055.00	32,660.00	33,265.00
5	Local Staff/Workers	1155	970,200.00	989,604.00	1,009,008.00	1,028,412.00	1,047,816.00	1,067,220.00
		1200						
	Total	**1220**	**1,297,787.40**	**1,323,738.40**	**1,349,689.40**	**1,375,640.40**	**1,401,591.40**	**1,427,542.40**

Remark: (1) Salaries of personnel will be increased 2% per year.

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရုံးအမှတ် (၃၂)၊နေပြည်တော်။

နေ့စွဲ။ ။၂၀၁၄ ခုနှစ်၊ ဖေဖော်ဝါရီလ၊ ( )ရက်။

အကြောင်းအရာ ။ ။ ကုမ္ပဏီဝန်ထမ်းများ၏လစာငွေအပေါ်ဝင်ငွေခွန်နှင့်ပတ်သက်၍ ဝန်ခံကတိပြုချက်တင်ပြခြင်း။

"**Texchem Food (Myanmar) Limited**"မှ လစာငွေတနှစ်လျှင် ကျပ် (၁,၄၄၀,၀၀၀) အထက်ရရှိသော ဝန်ထမ်းများ၏ ဝင်ငွေခွန်ကို သတ်မှတ်ထားသည့်နှုန်းထားများအတိုင်း ကုမ္ပဏီမှခုနှိမ်ဖြတ်တောက်၍ သက်ဆိုင်ရာပြည်တွင်းအခွန်များဦးစီးဌာနရုံးသို့ ပေးဆောင်သွားမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုပါသည်။

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

<u>လုပ်ငန်းခွင်သာယာရေး ဝန်ထမ်းသက်သာချောင်ချိရေးအတွက် ဆောင်ရွက်ထားရှိရမည်</u>
<u>အစီအစဉ်အားတင်ပြခြင်း</u>

ကျွန်တော်တို့ကုမ္ပဏီအနေဖြင့် လုပ်ငန်းခွင်သာယာရေးအတွက်အောက်ပါအတိုင်း ဆောင်ရွက်ထားရှိမည် ဖြစ်ပါသည်-

(က) ထမင်းစားခန်းအတွက် (၃၆' X ၆၀') ရှိအခန်း (၁) ခန်း ဆောက်လုပ်ထားရှိပါမည်။
(ခ) ရေအိမ်အတွက် အမျိုးသားရေအိမ် (၁၀)လုံး နှင့် အမျိုးသမီးရေအိမ် (၃၀)လုံး ဆောက်လုပ်ထားရှိပါမည်။
(ဂ) ရေချိုးခန်းအတွက် အမျိုးသား (၅)လုံး နှင့် အမျိုးသမီး (၂၀)လုံးဆောက်လုပ်ထားရှိပါမည်။
(ဃ) နားနေခန်းနှင့် အဝတ်လဲခန်းအတွက် (၃၆' X ၆၀') ရှိအမျိုးသားအတွက် (၁) ခန်း နှင့်အမျိုးသမီးအတွက်(၁)ခန်း ဆောက်လုပ်ထားရှိပါမည်။

ဝန်ထမ်းသက်သာချောင်ချိရေးအတွက် အောက်ပါအတိုင်းဆောင်ရွက်ထားရှိမည် ဖြစ်ပါသည်-

(က) အလုပ်ချိန်ကို နံနက်(၈ : ၀၀)နာရီ မှ ညနေ(၅ : ၀၀)နာရီအထိသတ်မှတ်မည်ဖြစ်ပြီး ထမင်းစားချိန်ကို နေ့လည် (၁၂ : ၀၀)နာရီမှ (၁ : ၀၀)နာရီအထိ သတ်မှတ်မည်ဖြစ်ပါသည်။
(ခ) အားလပ်ရက်အဖြစ် အပတ်စဉ်တနင်္ဂနွေနေ့နှင့် နိုင်ငံတော်အစိုးရ၏ရုံးပိတ်ရက်များအား သတ်မှတ်မည်ဖြစ်ပါသည်။
(ဂ) ဆုကြေးအဖြစ် (၁)နှစ်လျှင် (၁)ကြိမ် အလုပ်ဆင်းရက်မှန်ဆု၊ အလုပ်ကြိုးစားမှုဆု၊ လုပ်သက်အကြာဆုံးဆုများပေးရန် သတ်မှတ်မည်ဖြစ်ပါသည်။

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

<u>လုပ်ငန်းသဘောသဘာဝ</u>

ကျွန်တော်တို့ "Texchem Food (Myanmar) Limited" သည် ပြည်ပမှအပ်နှံမည့်ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုလက်ခစားစနစ် (Contract Proessing) ဖြင့် ပြုပြင် ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့ခြင်းနှင့် ပြည်တွင်းမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်းလုပ်ငန်းကိုလုပ်ကိုင်ရန်ဖြစ်ပါသည်။ မြေကွက်အမှတ်-၃၀၇/၃၆၆(က) နှင့် ၃၀၇/၄၂၀(ခ) အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာအုပ်စု၊ မြိတ်မြို့နယ်၊ တနင်္သာရီတိုင်းဒေသကြီးအတွင်းရှိ(၄.၀၄)ဧက အကျယ်အဝန်းရှိသည့်မြေနေရာတွင် Masoct Industries Co., Ltd ပိုင်ဆိုင်သည့်စက်ရုံအဆောက်အဦးအား ငှားရမ်း၍ အထက်ဖော်ပြပါလုပ်ငန်းကိုလုပ်ကိုင်မည်ဖြစ်ပါသည်။

ကျွန်တော်တို့ကုမ္ပဏီသည် မလေးရှားနိုင်ငံရှိ Texchem Food Sdn. Bhd. မှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုရယူ၍လက်ခစားစနစ် (Contract Proessing) စနစ်ဖြင့်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့မည်ဖြစ်ပါသည်။ ထို့အပြင် ပြည်တွင်းရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့်ကုန်စည် (Value-Added-Product) အဖြစ်ထုတ်လုပ်ပြီးကုန်ချောပစ္စည်းများ၏ (၇၀) %ကိုပြည်ပသို့တင်ပို့ရောင်းချမည်ဖြစ်ပြီး (၃၀)% ကိုပြည်တွင်းတွင်ရောင်းချမည်ဖြစ်ပါသည်။

အဆိုပါလုပ်ငန်းသည် ကုန်ကြမ်းပြုန်းတီးမှုများရှိနိုင်ပြီး ထွက်ရှိလာသော ကုန်ကြမ်းပြုန်းတီးမှုများမှထွက်ပေါ်လာသော ဘေးထွက်ကုန်များကိုပြည်တွင်းတွင် ပြန်လည်ရောင်းချမည်ဖြစ်ပါသည်။ကုန်ကြမ်းသွင်းအားစု ထုတ်လုပ်ပြီးကုန်ချော၊ဘေးထွက်ကုန်ပစ္စည်း၊ဆုံးရှုံးမှုတို့ကို ဇယား (၅-က) နှင့် (၅-ခ) တို့ဖြင့် ဖော်ပြအပ်ပါသည်။

ထို့ပြင်ပြည်တွင်းတွင် ထုတ်လုပ်ခြင်းအားဖြင့် မြန်မာနိုင်ငံသားများအတွက် အလုပ်အကိုင်အခွင့်အလမ်းများရရှိစေခြင်း၊ စက်မှုနည်းပညာရပ်များ တိုးပွားလာစေခြင်း၊ နိုင်ငံသားများစီးပွားရေးဖွံ့ဖြိုးတိုးတက်စေခြင်းအကျိုးကျေးဇူးများရရှိလာမည်ဖြစ်ပါသည်။

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

MASCOT INDUSTRIES COMPANY LIMITED

အဆောင်ကောင်း စက်မှုလုပ်ငန်းများကုမ္ပဏီလီမိတက်

စက်ရုံ - အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာ၊ မြိတ်မြို့ ဖုန်း - ၀၅၉ - ၄၁၅၆၆၊ ၀၅၉ - ၄၁၈၅၄

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" ဝန်ခံချက်

ကျွန်တော်တို့ **"Mascot Industries Co., Ltd"** သည် ရေထွက်ကုန်ပစ္စည်းများပြုပြင်ထုတ်လုပ်မှုနှင့် လက်ခစားစနစ်ဖြင့်ရေထွက်ကုန်ပစ္စည်းများအားပြုပြင်ထုတ်လုပ်ခြင်း(**Contract Processing**) လုပ်ငန်းကို မြန်မာနိုင်ငံသားဥပဒေအရ ခွင့်ပြုမိန့်ရရှိထားသော ကုမ္ပဏီဖြစ်ပါသည်။ ယခုအခါ ကျွန်တော်တို့ကုမ္ပဏီအနေဖြင့် ပြည်ပဈေးကွက်ပိုမိုရရှိရန်နှင့် နည်းပညာပိုမိုမြင့်မားလာစေရန်ရည်ရွယ်၍ မလေးရှားနိုင်ငံမှ **Texchem Food Sdn. Bhd.** ကုမ္ပဏီနှင့်ပူးပေါင်း၍ မြန်မာနိုင်ငံကုမ္ပဏီဥပဒေအရ **Texchem Food (Myanmar) Limited** ကို နိုင်ငံခြားဖက်စပ်ကုမ္ပဏီအဖြစ် တည်ထောင်မည်ဖြစ်ပါသည်။ အဆိုပါကုမ္ပဏီအမည်ဖြင့် ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို တန်ဖိုးမြှင့်ကုန်စည် (**Value-Added Product**) အဖြစ်ထုတ်လုပ်ခြင်းနှင့် ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို လက်ခစားစနစ် (**Contract Processing**) ဖြင့်ပြုပြင်ထုတ်လုပ်ခြင်း လုပ်ငန်းကို မိမိတို့ **Mascot Industries Co., Ltd** ၏ မြေနှင့်စက်ရုံကို ငှားရမ်းပြီးလုပ်ကိုင်ရန် နိုင်ငံခြားရင်းနှီး မြှုပ်နှံမှုဥပဒေအရ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့်ရရှိရန် တင်ပြခြင်းဖြစ်ပါသည်။အဆိုပါ ခွင့်ပြုမိန့်ရရှိပါက **Mascot Industries Co., Ltd** ၏မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ရရှိထားသော မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ခွင့်ပြုမိန့်ကို ပြန်လည်အပ်နှံမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုပါသည်။

လေးစားစွာဖြင့်

MAUNG SITT
Director
Mascot Industries Co., Ltd

နေ့စွဲ။ ။၂၀၁၄ ခုနှစ်၊ဖေဖော်ဝါရီ လ၊ ( )ရက်။

"ဝန်ခံချက်"

ကျွန်တော်တို့ "Texchem Food Myanmar Limited " သည် မြန်မာနိုင်ငံ ၊နိုင်ငံခြားရင်းနှီး မြှုပ်နှံမှုဥပဒေအရ ပြည်ပမှအပ်နှံမည့် ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုလက်ခစားစနစ် (Contract Processing) ဖြင့်ပြုပြင်ထုတ်လုပ်ပြီးပြန်လည်တင်ပို့ခြင်းနှင့် ပြည်တွင်းမှပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုဝယ်ယူ၍ တန်ဖိုးမြှင့် ကုန်စည် (Value-Added-Product) အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်းလုပ်ငန်းကိုလုပ်ကိုင်နိုင်ရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားသည့်ကုမ္ပဏီဖြစ်ပါသည်။ ထိုသို့ လျှောက်ထားရာတွင် ဝန်ထမ်းများ၏ အခြေခံလစာငွေကို အနိမ့်ဆုံးလုပ်ခသတ်မှတ်သည့် ဥပဒေပေါ်ထွက်လာပါက အဆိုပါဥပဒေအရလုပ်ခ လုပ်စာများကို ပေးဆောင်သွားမည်ဖြစ်ပါကြောင်း ဝန်ခံကတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဦးမောင်စစ် (ခ) ချူဝမ်မင်း

ဒါရိုက်တာ

Texchem Food Myanmar Limited

နေ့စွဲ။ ။၂၀၁၄ခုနှစ်၊ဖေဖော်ဝါရီ လ၊ (   )ရက်။

" ဝန်ခံချက် "

ကျွန်တော်တို့ "**Texchem Food Myanmar Limited**" သည် လုပ်ငန်းလုပ်ဆောင်၍ ရရှိလာသည့် အမြတ်ငွေမှ ၂% ကို **Cooperate Social Responsibility (CSR)** လုပ်ငန်းတွင်ထည့်ဝင်မည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဦးမောင်စစ် (ခ) ချူဝမ်မင်း

ဒါရိုက်တာ

Texchem Food Myanmar Limited

နေ့စွဲ။ ။၂၀၁၄ခုနှစ်၊ဖေဖော်ဝါရီ လ၊ ( )ရက်။

" ဝန်ခံချက် "

ကျွန်တော်တို့ " Texchem Food Myanmar Limited " သည် မြေကွက်အမှတ်-၃၀၇/၃၆၆(က) နှင့်၃၀၇/၄၂၀(ခ) အင်းလေးမြိုင်စက်မှုဇုန်၊ မြိတ်တောင်ကျေးရွာအုပ်စု၊ မြိတ်မြို့နယ်၊ တနင်္သာရီတိုင်းဒေသကြီး အတွင်းရှိ (၄.၀၄)ဧက အကျယ်အဝန်းရှိသည့်မြေနေရာတွင် Mascot Industries Co., Ltd ပိုင်ဆိုင်သည့် စက်ရုံအဆောက်အဦးအားငှားရမ်း၍ အထက်ဖော်ပြပါလုပ်ကိုင်များကိုဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ဆိုင်ရာ ကနဦးလေ့လာခြင်း IEE (Initial Environmental Examination)၊ ပတ်ဝန်းကျင်ထိခိုက်မှုဆိုင်ရာဆန်းစစ်ခြင်း EIA (Environmental Impact Assessment)၊ လူမှုရေးထိခိုက်နစ်နာမှုဆန်းစစ်ချက် (SIA) Social Impact Assessment ၊ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဆိုင်ရာစီမံထားရှိမှုအစီအစဉ်များ EMP (Environmental Management Plan) များကိုသက်ဆိုင်ရာကျွမ်းကျင်မှုရှိသည့် အဖွဲ့အစည်းသို့အလုပ်အပ်နှံ၍ လုပ်ကိုင်ဆောင်ရွက်မည် ဖြစ်ကြောင်း ဝန်ခံကတိပြုတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

ဦးမောင်စစ် (ခ) ချူဝမ်မင်း

ဒါရိုက်တာ

Texchem Food Myanmar Limited

နေ့စွဲ။ ။ ၂၀၁၄ ခုနှစ်၊ ဖေဖော်ဝါရီ လ၊ ( )ရက်။

အကြောင်းအရာ။ ။ လျှပ်စစ်ဓာတ်အားသုံးစွဲမှုအစီအစဉ်တင်ပြခြင်း။

ကျွန်တော်တို့ Texchem Food (Myanmar) Limited သည် နိုင်ငံတကာအဆင့်မီပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုလက်ခစားစနစ် (Contract Proessing) ဖြင့်ပြုပြင်ထုတ်လုပ်ခြင်းနှင့် ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကိုတန်ဖိုးမြှင့်ကုန်စည်အဖြစ်ပြောင်းလဲထုတ်လုပ်ခြင်း(Value Added-Product) လုပ်ငန်းကိုလုပ်ကိုင်ဆောင်ရွက်ရာတွင် လျှပ်စစ်ဓါတ်အားကို မိမိပိုင်မီးစက်များဖြင့်သုံးစွဲမည်ဖြစ်ပါကြောင်း တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

လျှောက်ထားသူ

Mr. Fumihiko Konishi

Executive Chairman

Texchem Food (Myanmar) Limited

Texchem Food (Myanmar) Limited
No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon, Myanmar.
Tel No. : +95-1-519 301 / 519 305 Fax No. : +95-1-510 192

FIRE PROTECTION PLAN

1.	Our Commitment	:	Texchem Food (Myanmar) Limited is committed to preventing the fire and minimizing the injuries & casualties should fire happen by cultivating the awareness of fire prevention amongst the employees.
2.	Our Compliance	:	Texchem Food (Myanmar) Limited will at all times comply with the Myanmar laws, rules and regulations and will ensure the compliance through existing internal system.
3.	Our Practices	:	Texchem Food (Myanmar) Limited recognizes the needs to work consistently in order to build up the awareness amongst the employees and upgrade its facilities to prevent fire and minimize its consequences.
4.	Our Actions	:	Texchem Food (Myanmar) Limited will continuously educate and train its employees in an effort to equip them with the knowledge and skills to handle the fire and its consequences.
5.	Our Plan		To Prevent Fires and Its Consequences
5.1	Duties & Responsibilities	:	Of Each Level of Management of Texchem Food (Myanmar) Limited.
5.1.1	Directors	:	• Advocating the awareness for fire prevention. • Providing financial resources and moral support to the employees for the fire prevention.
5.1.2	Managers	:	• Encouraging and promoting fire safety behavior of their employees. • Responsible for the actions of employees and the fire safety of their operations. • Providing and maintaining full support for all the fire safety requirements, procedures and policies.
5.1.3	Supervisor	:	• Educating the employees of the nature and hazards of the materials / machines / processes which can trigger fire for fire prevention, firefighting and evacuation. • Training the employees for the usage of fire extinguisher equipment, firefighting, evacuation and 1st aid. • Ensuring periodic fire extinguishing equipment inspection is conducted within their respective areas and corrective actions are taken promptly. • Enforcing in-house rules & regulations for fire safety.
5.1.4	Employees	:	• Taking reasonable care for the safety of himself / herself and others. • Complying with all established fire safety rules, procedures, guidelines and work instructions. • Learning the skills to operate fire extinguisher equipment, firefighting, evacuation and 1st aid.

5.2 Fire Safety Rules On Fire Prevention : These rules apply to all employees. In addition, the departmental heads and supervisors can further establish specific requirements for each department.

Dos

- Learn how to use & when to use firefighting equipment such as alarm break glass, fire extinguishers, hose reels & hydrants.
- Always observe & memorize the locations of fire-fighting equipment.
- Check regularly the electrical equipment which is not working right.
- Keeps heat producing equipment away from the materials that can catch fire.
- Always ensure the passageways, fire points (fire alarm break glass) and exist doors are kept free from obstacles at all times.
- Regularly clear rubbish into centralized rubbish bins.
- Everyone must know how to use a fire extinguisher, hydrants and how to call our Fire Team members and Myeik Fire Brigade Department.
- Must be clear on what equipment and machineries are required to be shut down during emergency, otherwise it can cause fire incident / explosion.
- Smoke only where permitted.
- Report fire hazards promptly. Inform firefighting leader or members.

DON'Ts

- DO NOT block emergency exits, doors, machine/electrical panels, and fire-fighting equipment, such as fire extinguishers, sprinkler, machine & electrical controls panels.
- DO NOT overload electrical circuits.
- DO NOT place chemicals that can cause reaction at the same place.
- DO NOT fight fire singly and if cannot fight the fires, evacuate the area.

5.3 Fire Fighting Equipment : We are using 2 broad fire-fighting equipment i.e. portable extinguisher and hydrants.

5.3.1 Portable Fire Extinguisher : There are 2 types of Portable Fire Extinguisher at the factory as below :

CO^2 **ABC**





5.3.1.1 Portable CO^2 Fire Extinguisher
Used for liquid fires, electrical equipment fires, for non-explosion risk gaseous, slow-spread fires and small area of fire.

5.3.1.2 Portable (ABC) Dry Powder Fire Extinguisher
Used for all fires except metal fires and gaseous fires having an explosion risk, slow-spread fires and small area of fire.

CLASSIFICATION OF FIRES

Description	Class
Fires involving solid materials, usually of an organic nature (e.g. : paper, wood)	A
Fires Involving liquids or liquefiable solids.	B
Fires involving gases.	C
Fires involving electrical equipment.	D

How To Use Fire Extinguisher

1. Pull out the pin of the extinguisher.
2. Depress the trigger or plunger and nozzle.
3. Attack the fire in the direction of wind.
4. Extinguish the fire from the front towards the back.
5. Fight the fire from the bottom to the top.
6. When fighting large developing fires, do not use the
    - Extinguisher one by one. Instead use a few extinguishers at the same time; OR

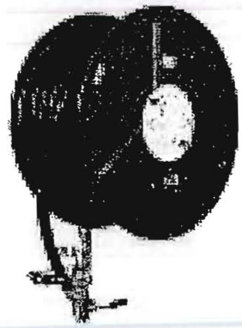
- o Immediately change to hydrant.

5.3.2 Hydrant : Hydrant is used for most fires which is fast-spread and at bigger area of fire. The gen-set and pump house used shall be separated from the rest of gen-set and hydrant meant for production.

Hydrant



Hose Reel



How To Use Hydrant

1. Turn on the gen-set and pump house meant for hydrant.
2. Connect the hose reel to the hydrant point and pull the hose reel closed to the fire point.
3. Attack the fire in the direction of wind.
4. Extinguish the fire from the front towards the back.
5. Fight the fire from the bottom to the top.

5.4 FIRE You can survive a fire if you know what to do and act immediately.

5.4.1 If see fire If at the scene of fire :

- Raise the fire alarm, or call the Fire Team Member or Myeik Fire Brigade Department.
- Immediately attack the fire (using fire extinguishers or hose reels), but only if safe to do so.
- If possible, be accompanied when you fight a fire.

- If cannot fight fire, evacuate the area.
- Assist personnel in immediate danger.
- Move to emergency assembly area.
- Stay at the emergency gathering area until the all clear instruction is given.

If not at the scene of fire:

- After hearing emergency alarm, try to switch off machines, LPG, fuel, etc, as fast as possible.
- Evacuate in orderly manner.
- Move to emergency assembly area.
- Stay at the emergency assembly area until the all clear is given.

If you call Myeik Fire Brigade Department, you need to provide the following information sharp and clear :

  - Your name
  - Location of fire
  - Type of fire
  - Any chemicals or flammable material nearby

<u>If other types of emergencies;</u>
Basically, you must alert your colleagues or superiors and Fire Team members. Then try your best to mitigate the situation, but do not put yourself in danger. If necessary, contact Fire Brigade Department, ambulance, etc.

<u>The Internal Factory contact person during the emergency:-</u>

- 059-xxxxx & mobile no.) Fire Team Members
- 059-xxxxx & mobile no.) Facility Department
- 059-xxxxx & mobile no.) Factory Manager

5.4.2 **What To Do When Trapped During Fire**

- Stay calm. Try to think rationally.
- Crawl and don't walk as fresh air is nearest to the floor.
- Shout to get help.

5.5 **EMERGENCY ACTION PLANS**

A factory evacuation has to be carried out during emergency cases such as fire, major chemical spillage, industrial gas leakage, explosion etc.
When there is an emergency, the emergency alarm will be triggered. After hearing the alarm sound (continually), please proceed as per the plan below.

5.5.1 Simple Steps During An Emergency



5.5.2 **Layout For Emergency Assembly Area** Pls refer to Appendix I.

5.6 **FIRST AID**

There are many types of emergencies that could occur such as fires, chemical spills, injuries, accidents, explosions, medical emergencies and others. Human errors cause 80% of all injuries. Thus it needs your safe actions to prevent most accidents.

<u>Electrical Accidents Caused By Fire</u>

- o Electricity can kill or produce a wide range of injuries. This including severe burns. The extent of the injuries depends upon three main factors: the strength of the current of electric charge, how long the victim was exposed to it, and how well he was insulated – for example, by wearing rubber-soled shoes and standing on a dry, bare wood surface.
- o For accidents involving low voltage, turn off the supply at the nearest switch and, if the cause is a plug, pull out the plug as well.

- Never approach the victim of an electrical accident until you are certain that you are not risking a shock or worse yourself. If the casualty is still in contact with the source of the electricity, cut off the power first.
- If the impact of the electric shock has thrown the casualty to the ground, first check to see if his breathing and heartbeat have stopped. If necessary, apply artificial respiration. Check for any broken bones and give appropriate treatment.

Burns: Action to be taken

- With superficial and minor burns, cool the burned area by flooding it with cold water for at least ten minutes. Never apply water if the casualty is in contact with a source of electricity.
- Prevent infection by covering the burned area with a clean dressing – freshly laundered handkerchiefs or pillowcases. Put a soft towel over the dressing to reduce the risk of further damage.
- Reassure the casualty. If he/she is severely burned, give water to replace lost fluids. Adults should sip half a cup of water over ten minutes.
- If the burning is extensive, lie the casualty down and treat for shock. Raise the legs above the level of the trunk. If the head, chest or abdomen is burned, put a blanket under shoulders.

27) SENDING INJURED PERSON FOR TREATMENT

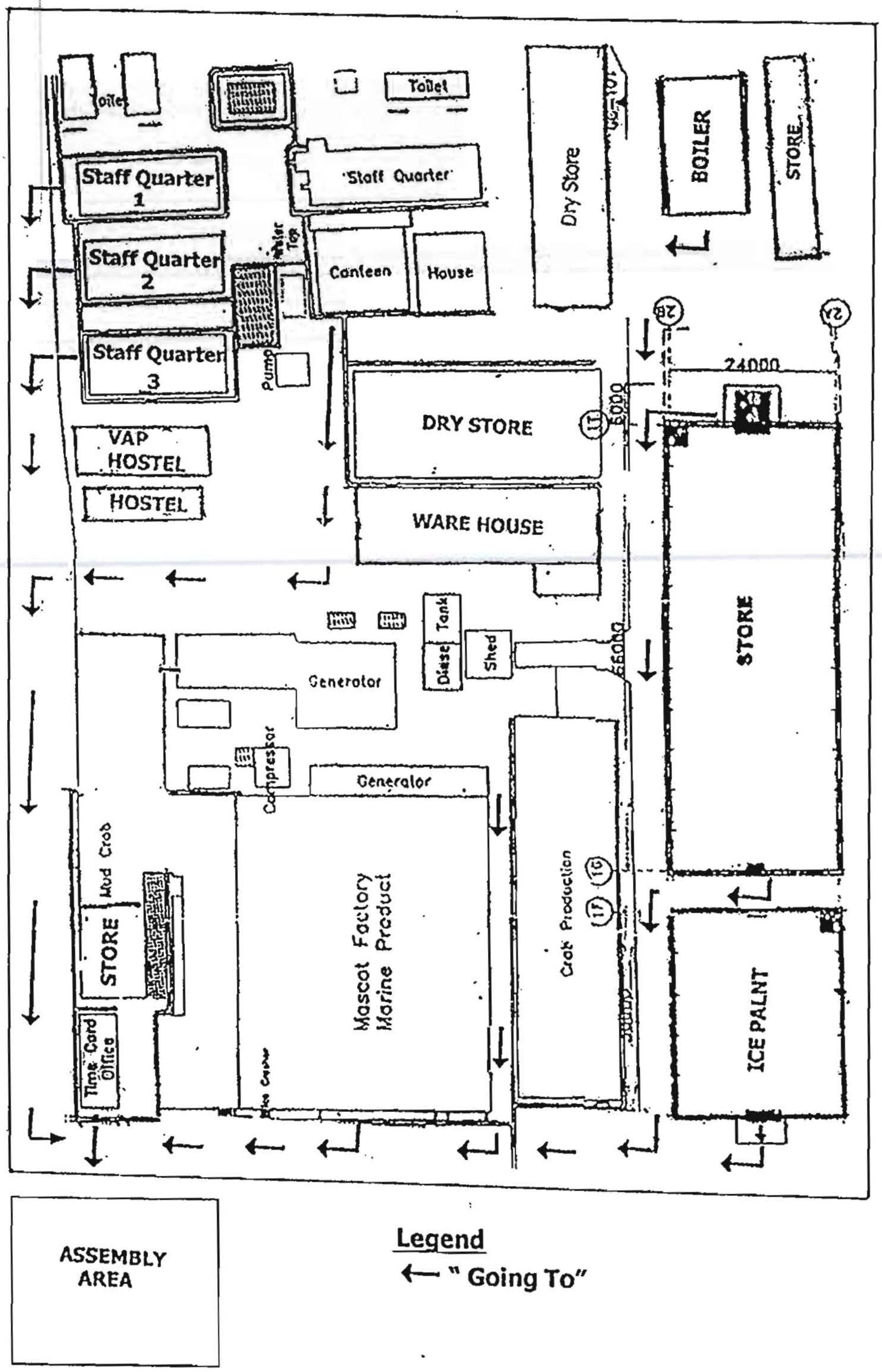
1) If the injury is minor, send the employee to factory clinic.
2) If the injury is seriously burnt, send the employee to Myeik Hospital immediately.

5.7	Important Contact Nos.		
5.7.1	Fire Team Members	:	059-xxxxx and mobile no.(to be advised when the team is formed)
5.7.2	Facility Dept.	:	059-xxxxx and mobile no. (to be advised when the team is formed)
5.7.3	Factory Manager	:	059-xxxxx and mobile no. (to be advised when the team is formed)
5.7.4	Myeik Fire Brigade	:	059-41059
5.7.5	Myeik Gen. Hosp.	:	059-42033

Texchem Food (Myanmar) Limited

Appendix I

Layout For Emergency Assembly Area



Legend

← " Going To"

ENVIRONMENTAL PROTECTION PLAN

1.	Our Commitment	:	Texchem Food (Myanmar) Limited is committed to minimizing any adverse effects to the environment in all its operations by seeking to promote the best environmental practices consistent with the maintenance of corporate competitiveness.
2.	Our Compliance	:	Texchem Food (Myanmar) Limited will at all times comply with the Myanmar environmental laws, rules and regulations, and will ensure that compliance through existing internal systems.
3.	Our Practices	:	Texchem Food (Myanmar) Limited recognizes the need to work with its suppliers to ensure so far as possible that the products which it sells are manufactured, packaged and distributed in a way as to minimize environment damage. Texchem Food (Myanmar) Limited will ensure that the environmental costs and performance of products are assessed as part of the purchasing decision and will promote the use of recycled products where these can be sources at the right quality and price.
4.	Our Actions	:	Texchem Food (Myanmar) Limited will continuously achieve ongoing reductions in the amount of contaminants and pollutions released from our plant to the water and land. Texchem Food (Myanmar) Limited recognizes the need to minimize waste throughout its operations, and will regularly review its waste handling policies and procedures below to ensure that the need is met.
5	Our Plan To Monitor Waste Management & Pollutions		
5.1	Waste Water Treatment	:	It concerns with the waste water which is discharged from our plant.
5.1.1	**Primary Treatment**		The techniques below will be applied as primary treatment for the cleaning of the waste water. Please refer to Appendix II for the Layout of waste water treatment processes layout plan.
5.1.1.1	Screening	:	To remove large objects, such as stones or sticks that could plig lines or block tank inlets.
5.1.1.2	Grit Chamber	:	To slow down the flow to allow grit to fall out.
5.1.1.3	Sedimentation tank (Setting tank/clarifier)		To settle out settle-able solids and being are pumped away, while oils float to the top and are skimmed off.

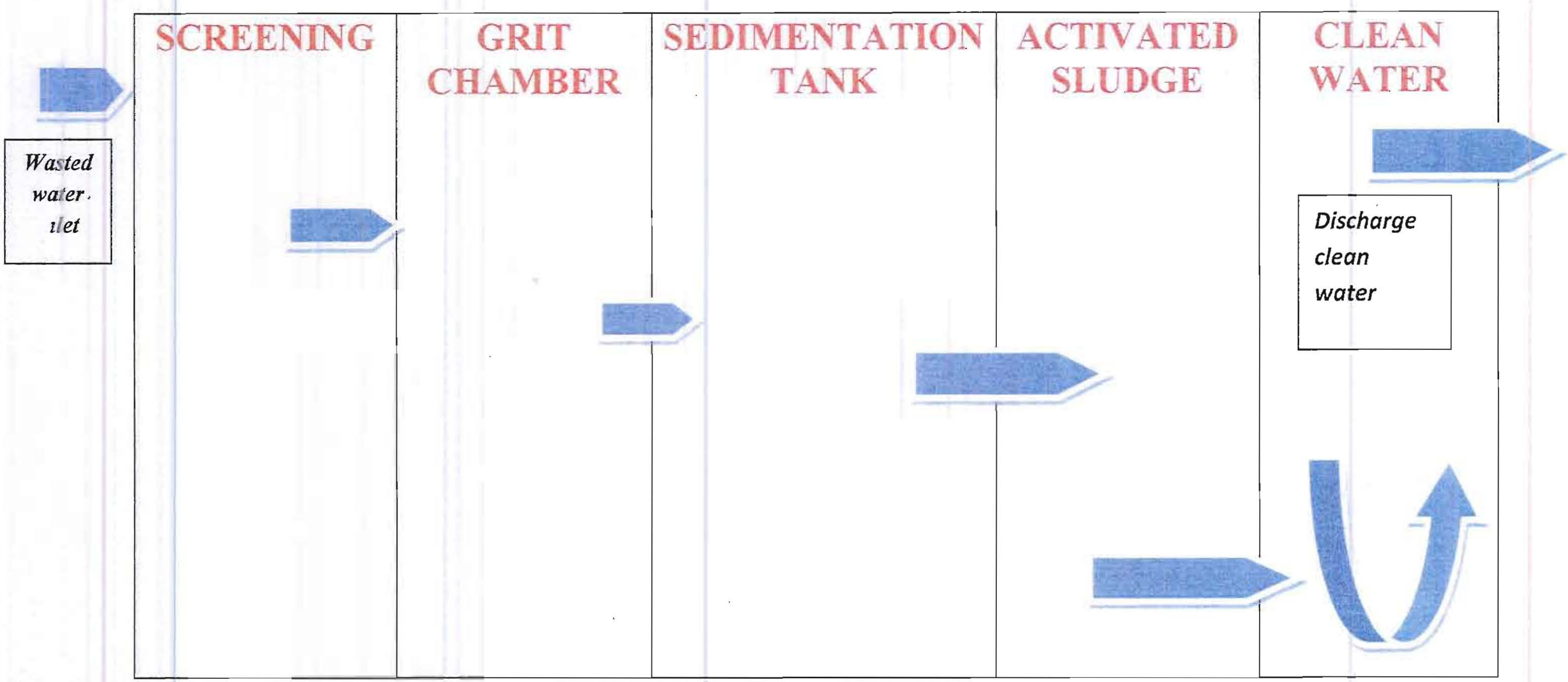
5.1.2	**Secondary Treatment**	:	The biological treatment processes will be applied in which microorganisms convert non-settle-able solids to settle-able solids. Sedimentation typically flows, allowing the settle-able soilds to settle out as below.
5.1.2.1	Activated Sludge	:	The most common options use microorganisms in the treatment process to break down organic materials with aeration and agitation then allow solids to settle out. Bacteria-containing "activated sludge" is continually recirculated back to the aeration basin to increase the rate of organic de-composition.
5.1.2.2	Tricking Filters		These are beds of coarse media (often stones or plastic) 3~10 feet deep. Waste water is sprayed into the air (aeration) then allowed to trickle through the media. Micro-organisms attached to and growing on the media, break down organic material in the waste water: Trickling filters drain at the bottom: the wastewater is collected and then undergoes sedimentation.
5.1.2.3	Lagoons	:	These are slow, cheap and relatively inefficient but can be used for various types of wastewater. They rely on the interaction of sunlight, algae, micro-organisms and oxygen (sometimes aerated).
5.2	Solid Waste Treatment	:	Involving the solid waste that being produced during the course of the production.
5.2.1	Packaging Waste	:	All packaging waste paper cartons, wrapping paper, plastic bags, plastic sheet, ribbon etc shall be disposed into the separate packaging waste tanks which will be collected by the local authority licensed vendor to dispose it according to the government environmental waste disposal regulation. Administration personnel will contact the vendor to collect the waste once the tank is fully loaded with the waste. The paper cartons and wrapping papers shall be meant for recycle paper mills for recycle purpose.
5.2.2	Solid Waste		
5.2.2.1	Non Raw Related Waste	:	Scrap metal, empty aerosol cans, paint cans, compressed gas cylinder etc shall be disposed to the "Scrap Area" and which will be collected by the local authority licensed vendor to dispose it according to the government environmental waste disposal regulation.
5.2.2.2	Raw Related Waste	:	All fishery raw waste shall be sent to fish meal factory for producing the fish meal.
5.2.3	Chemical /	:	All chemical / oil waste shall be disposed into the chemical / oil

Oil Waste	waste collection area. Engineering personnel will contact the licensed vendor to collect the chemical / oil waste once the waste collection tank is fully loaded.

Appendix II

TEXCHEM FOOD (MYANMAR) LIMITED

PROPOSED WASTE WATER TREATMENT PROCESSES LAYOUT PLAN



other Party or a third Party with, restrictions as to disclose or use, except to the extent that such trade secrets or information:-

(i) are in the public domain or become a part of the public domain, unless the same occurs inconsequence of breach hereof by the Party; or

(ii) are lawfully obtained by the Party or the Company from a third party without breach of confidentiality obligations; or

(iii) are as being known to the Party prior to their disclosure by the Company or the Party providing the information as the case may be.

ARTICLE 19: DISCLAIMATION OF AGENCY

19.1 This Agreement does not constitute any Party hereto as the legal representative or agent of the other Party for any purpose whatsoever. None of the Parties shall have any right or authority to assume, create, incur any liability or obligation of any kind, express or implied, against in the name of or on behalf of the other Parties except in accordance with the Agreement or as may otherwise be agreed in writing by the Parties.

ARTICLE 20: FORCE MAJEURE

20.1 The term "Force Majeure" as employed herein shall mean act of God, restraint of a government, strikes, lockouts, industrial disturbances, explosions, wars, blockades, riots, epidemics, civil disturbances, storms, fire, flood, earthquakes, lightning, and any other causes similar to the kind herein enumerated which are beyond the control of either Party and which by exercise of due care and diligence either Party is unable to overcome.

20.2 If either Party is affected or prevented from fulfilling its obligations under this Agreement (hereinafter referred to as "**the Affected Party**") by reason of an event of Force Majeure, the Party so affected shall forthwith notify the other Party of the nature and extent thereof.

20.3 Notwithstanding any other provisions of this Agreement, neither Party shall be deemed to be in breach of this Agreement or otherwise be liable to the other Party for any non-performance or delay in the performance of any of its obligations under this Agreement, to the extent that any such non-performance or delay is due to an event of Force Majeure of which it has notified to the other Party and the time for performance of that obligation shall be extended accordingly and the Affected Party shall resume its obligations within a reasonable time after the event of Force Majeure has ceased.

20.4 Notwithstanding Clause 20.3, if the event of Force Majeure in question prevails for a continuous period in excess of two (2) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing on such alternative arrangements as may be fair and reasonable.

DEPARTMENT OF FISHERIES
MYANMAR

HACCP CERTIFICATE
MINISTRY OF LIVE STOCK AND FISHERIES
DEPARTMENT OF FISHERIES

hereby certify that

Mascot Industries Company Limited.

Factory Registration No. MGIE/009/ASK/DOF

Inlay Myaing Industrial Zone, Myeik Taung Village, Myeik Township

fulfill the terms and conditions for implementation of HACCP system

(Hazard Analysis and Critical Control Point)

for the following products

1. *Frozen Prawn / Shrimp*
2. *Frozen Squid*
3. *Frozen Crabs*
4. *Frozen Fish*
5. *Frozen Soft Shell Crabs*
6. *Dried Prawn / Shrimp*
7. *Dried Fish*
8. *Frozen Sushi Squid / Prawn*
9. *Jelly Fish*
10. *Dried Squid*
11. *Frozen Hamaguri*
12. *Frozen Spanner Crab*

This certificate is valid for one year from the date of issuance.

11.1.2013

Director

(Fish Inspection and Quality Control Division)

Issued Date : 11.1.2013

JOINT VENTURE AGREEMENT

This Joint Venture Agreement (hereinafter referred to as the "Agreement"), is made in Yangon on this [-] day of [-], the year **2014**.

BETWEEN

TEXCHEM FOOD SDN. BHD. (Company No. 564990-P), a company duly incorporated in Malaysia and having its registered address at Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia (hereinafter referred to as "**Party A**", which expression shall include itself, its successors, legal representatives and permitted assigns represented for the purpose of this Agreement) of the one part;

AND

MASCOT INDUSTRIES COMPANY LIMITED (Company No. 1251/97-98), a State Entity constituted under the Laws of the Republic of the Union of Myanmar with its registered address at No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon Region, Republic of the Union of Myanmar (hereinafter referred to as "**Party B**", which expression shall include itself, its successors, legal representatives and permitted assigns represented for the purpose of this Agreement) of the other part.

(The parties hereto shall hereinafter individually be referred as "**Party**" and collectively as the "**Parties**".)

WITNESSETH AS FOLLOWS:-

WHEREAS the Parties hereto desire to establish a Joint Venture Company (as hereinafter defined) in Yangon, the Republic of the Union of Myanmar, to implement an investment plan initially within the frame of the objectives set out in the Memorandum of Association of the Joint Venture Company to be formed as a joint venture company under the Myanmar Company Act 1914, having a share equity capital and having its objectives and regulations as set out in the Memorandum of Association and the Articles of Association.

NOW THEREFORE in consideration of the mutual premises and covenants herein, the Parties hereto hereby agree as follows:-

ARTICLE 1: DEFINITIONS

Unless the context otherwise requires, the terms wherever used in this Agreement shall have the following meanings:-

1.1 "Company" means the Joint Venture Company under the name of Texchem Food (Myanmar) Limited.

1.2 "Shares" shall mean all ordinary shares with equal and ordinary rights.

1.3 "Authorised Capital" means the share capital of the Company which the Agreement specifies as the maximum authorised amount of capital of the Company.

1.4 "Issued and Paid-Up Share Capital" means the share capital of the Company paid-up by the shareholders in cash, in kind or value of goodwill according to their respective proportionate shareholdings.

ARTICLE 2: FORMATION OF A JOINT VENTURE COMPANY LIMITED

2.1 Within sixty (60) days from the date of this Agreement, the Parties shall form a Joint Venture Company in the Republic of the Union of Myanmar under the Foreign Investment Law and the Myanmar Companies Act under the name Texchem Food (Myanmar) Limited where the liability of its members is limited to the nominal value of its shares issued and the Company shall conduct its business activities according to the provisions of the Company's Memorandum of Association and Articles of Association.

ARTICLE 3: OBJECTIVE

3.1 The objectives of the Company, more clearly set out in the Company's Memorandum of Association and Articles of Association, shall be to carry out the business of manufacturing sea food value-added-products (VAP) and contract processing (CP) for seafood.

ARTICLE 4: PLACE OF BUSINESS

4.1 The registered office of the Company shall be at No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon Region, Republic of the Union of Myanmar. The Company may also have such other place of business as may be determined by the Board of Directors in writing from time to time.

ARTICLE 5: CAPITAL AND SHAREHOLDING

5.1 Authorised Capital

Unless otherwise agreed, the initial Authorised Capital of the Company shall be in accordance with the Company's Memorandum of Association and Articles of Association being the sum of Kyats 1,946,000,000/= (Kyats One Billion Nine Hundred and Forty Six Million Only) made up of 19,460 ordinary shares at Kyats 100,000/= (Kyats One Hundred Thousand) each.

5.2 Issued and Paid-Up Capital

The Company's Issued and Paid-Up Share Capital shall be Kyats 1,654,100,000/= (Kyats One Billion Six Hundred Fifty Four Million and One Hundred Thousand Only) comprising 16,541 ordinary shares at Kyats 100,000/= (Kyats One Hundred Thousand Only) each to be paid on a progressive basis as determined by the Board of Directors.

5.3 Shareholdings

Shareholder	Ratio	No. of Shares	Total Amount (Kyats)
Party A	90%	14,887	1,488,700,000
Party B	10%	1,654	165,400,000

5.4 Issue of Shares

(a) The issue of new shares of the Company shall be regulated in accordance with the provisions of the Company's Memorandum of Association and Articles of Association.

(b) In the event the issued share capital of the Company is increased from time to time, the Parties hereto shall have the right to subscribe and pay in cash, in kind or in rental for lease of land or in consideration of goodwill for such new shares in proportion to the ratio of its then shareholding upon the call of the Board of Directors of the Company.

ARTICLE 6: TRANSFER OF SHARES

6.1 Neither Party shall, except with the prior written consent of the other, create or permit to subsist any pledge, lien or charge over, or grant any option or other rights over or dispose of any interest in, any of the shares held by it otherwise than by a transfer in accordance with the provisions of the Company's Memorandum of Association and Articles of Association.

ARTICLE 7: BOARD OF DIRECTORS

7.1 (a) The Company shall be managed by a Board of Directors. The Board of Directors shall consist of five (5) members, four (4) of whom shall be nominated by Party A and one (1) of whom shall be from Party B.

(b) This ratio as set out in Article 7.1(a) shall be maintained as far as practicable. If the proportion of shareholding shall for any reason be changed, such right of appointment of numbers of directors shall be varied so as to reflect as nearly as possible the change in the proportion of shareholding.

7.2 The directors appointed are expected to contribute significantly to the well being of the Company and to exercise utmost care and diligence and to avoid any conflict of interest in any dealing with the Company.

7.3 A director may at any time and the secretary of the Company shall, on the request of a director, convene a meeting of the Board of Directors. Prior written notice of all meetings of the Board of Directors shall be sent to all directors at least seven (7) days before the meeting, specifying the time and place of the meeting and indicating all matters to be considered thereat, together with copies of reports, studies and any other data relating thereto Provided However that notice may be waived by the unanimous consent of all directors in writing. All meetings of the Company shall be held in accordance with the provisions of the Company's Memorandum of Association and Articles of Association.

7.4 (a) The quorum for all meetings of the Board of Directors shall be two (2) directors.

(b) All resolutions of the Board of Directors shall be adopted by a simple majority vote of the directors present. Each director shall have one (1) vote.

(c) To reduce the cumbersome exercise of calling for physical meetings for transacting ordinary business, a resolution in writing, signed by all the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held.

7.5 The Company shall have one (1) Chairman of the Board of Directors who shall be appointed from among the directors nominated by Party A. The Chairman shall chair the meeting of the Board of Directors but shall have a second or casting vote. The Company shall have one (1) Managing Director who shall be appointed from the directors by the Parties whose votes shall be based on their shareholding.

ARTICLE 8: EXEMPTIONS AND RELIEFS FROM TAXES AND PRIVILEGES

8.1 The Company shall enjoy exemptions and reliefs from taxes (if any) defined under the provisions of Foreign Investment law as granted by the Myanmar Investment Commission.

ARTICLE 9: INSURANCE

9.1 The Fixed assets of the Company shall be insured in accordance with the provisions prescribed by the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Insurance Law.

ARTICLE 10: INTERNAL AUDITOR

10.1 The Company shall have an internal auditor who shall be selected by the Board of Directors.

ARTICLE 11: ACCOUNTING AND AUDITING

11.1 The books and records of the Company in English Language shall be maintained in accordance with generally accepted accounting principles and shall accurately reflect the financial position of the Company.

11.2 The Parties hereto agree to cause the books and records of the Company to be audited by the auditor of the Company. The auditor of the Company shall be appointed in accordance with Section 145-A of the Myanmar Companies Act.

11.3 The fiscal year of the Company shall be the year commencing on 1st April and ending on 31st March next calendar year.

ARTICLE 12: DIVIDENDS

12.1 The net available profits, after deducting income tax and any reserved funds in accordance with the Republic of the Union of Myanmar Foreign Investment Law, shall be shared by way of dividends to be proposed by the Board and declared at the Annual General Meeting of shareholders. The amount of dividend per share shall be determined on the available profits of the Company. The available profits shall include profits of the accounting year and any other undistributed profits of the Company.

ARTICLE 13: LEASE OF LAND AND BUILDING, AND LEASE TERMS

13.1 The Land and Building Lease Agreement dated **[to be advised later]** between Mascot Industries Company Limited and Texchem Food (Myanmar) Limited shall form an integral part of this Agreement.

ARTICLE 14: APPOINTMENT OF PERSONNEL

14.1 Preference shall be given to Myanmar nationals, in the appointment of personnel. Expatriate staff, if required, will be recruited with prior approval and agreement by the Parties.

ARTICLE 15: EFFECTIVENESS

15.1 The effective date of this Agreement shall be the date of issuance of the approvals of the Myanmar Investment Commission of the Republic of the Union of Myanmar for the incorporation of the Company.

ARTICLE16: GOVERNMENTAL APPROVAL AND TERM

16.1 This Agreement shall continue in full force and effect unless:-

(a) the Company shall be dissolved or otherwise cease to exist as a legal entity; or

(b) this Agreement is terminated in accordance with Article 17 hereof.

16.2 If all necessary approvals of the Myanmar Investment Commission are not obtained or upon the occurrence of any of the aforesaid events, this Agreement shall cease to have effect and no Party shall have any claim whatsoever against the other Party.

ARTICLE 17: TERMINATION

17.1 Should any party desire to cease its operations under this Agreement, it shall give a two (2) month written notice in advance to the other Party.

17.2 This Agreement shall be terminated on the occurrence of one of the following events, subject to the approval of the Myanmar Investment Commission:-

(a) Substantial and continuous losses to the Company;
(b) Substantial breach of the condition of Agreement by either Party to the same;
(c) Incapability of implementing to the original aims and objectives of the Company;
(d) Bankruptcy or insolvency of the Company or its successors or its assignees;
(e) Voluntary or involuntary liquidation of the Company and / or any Party hereto;
(f) The occurrence of Force Majeure as defined in Paragraph 20 for more than two (2) months.

17.3 If the permit issued to the Company under the Republic of the Union of Myanmar Foreign Investment Law is withdrawn for any reason whatsoever, this Agreement shall be deemed to have been terminated on the date of such withdrawal.

17.4 Upon termination of this Agreement, the operations of the Company under this Agreement shall be deemed to have ceased and the winding up to the operations shall be undertaken in accordance with the existing laws of the Republic of the Union of Myanmar.

17.5 If this Agreement is terminated due to an occurrence of any event other than the default of any Party hereto, the Parties shall proceed with the dissolution and liquidation of the Company and shall cause the board of directors to decide the dissolve the Company, unless otherwise agreed by the Parties.

ARTICLE 18: CONFIDENTIALITY

18.1 Each Party shall keep confidential and not use (except as permitted by this Agreement of any supplementary or other agreement) all proprietary trade secrets and commercial and technical information developed by the Company, or made available to the Company by

ARTICLE 21: NOTICE

21.1 All notices, consents and other communications to be given hereunder shall be in writing, except as otherwise provided herein or specifically directed in writing by the recipient, and shall be delivered personally, by registered mail, registered airmail or e-mail or cable or facsimile transmission (confirmed by registered mail) at the address recited herein below. Notice given as herein provided shall be effective on the date received by the addressee Party. Any Party hereto may change its address for the receipt of such notice duly given in writing to the other Party.

FOR PARTY A

TEXCHEM FOOD SDN. BHD.
Level 18, Menara Boustead Penang
39, Jalan Sultan Ahmad Shah
10050 Penang, Malaysia
Tel No. : +604-2296000
Fax No. : +604-2291424

FOR PARTY B

MASCOT INDUSTRIES COMPANY LIMITED
No. 4, Baho Road
Aung Chan Thar Quarter, Sanchaung Township
Yangon Region, Republic of the Union of Myanmar.
Tel No. : +95-1-519 301, 519 305
Fax No. : +95-1-510 192

ARTICLE 22: WAIVER

22.1 The failure by any Party hereto to enforce any of the terms or conditions of this Agreement shall not constitute a waiver of that Party's right thereafter to enforce that or any other terms or conditions of this Agreement.

ARTICLE 23: GOVERNING LAW

23.1 This Agreement shall be governed by and constructed and interpreted in all respects in accordance with the laws, rules, regulations, procedures and directives of the Republic of the Union of Myanmar.

ARTICLE 24: LAW OF PERFORMANCE

24.1 The Parties shall carry out their obligations arising out of this Agreement in accordance with the laws, rules, regulations, directives and procedures of the Republic of the Union of Myanmar.

ARTICLE 25: ARBITRATION

25.1 If any dispute arises out of this Agreement or any other agreement or document executed in connection with this Agreement, the Parties hereto shall consult with each other in good faith in order settle such dispute amicably. In the event that such dispute cannot be settled amicably, it shall be settled in the Republic of the Union of Myanmar by Arbitration, through three arbitrators, each one of whom shall be appointed by the Parties. Should the Arbitrators fail to reach an Agreement, then such dispute shall be referred to an Umpire nominated by those Arbitrators. The decision of the Arbitrators or the Umpire shall be final and binding upon the Parties. The Arbitration proceedings shall in all respects conform to the Myanmar Arbitration Act, 1994 (Myanmar Act IV, 1944) or any subsisting statutory modification thereof. The venue of arbitration shall be at Yangon, the Republic of the Union of Myanmar. The arbitration fees shall be borne by the losing Party.

ARTICLE 26: SEVERALTY

26.1 If any provision of this Agreement or application of any such provision to any person or circumstance is determined by any arbitration or court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of such provision to any other person or circumstance shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable severally to the fullest extent permitted by laws.

ARTICLE 27: INDEMNIFICATION

27.1 In the event any Party hereto breaches an obligation prescribed under this Agreement or delays or interferes with the other Party in the performance of this Agreement, it shall be liable to the other Party, but neither Party shall be liable to the other parties for any consequential or incidental damage.

ARTICLE 28: ENTIRE AGREEMENT

28.1 This Agreement constitutes the entire and final expression of the agreement between the Parties relating to the subject matter therein and the terms included therein may not be contradicted by the evidence of any prior written or oral agreement.

ARTICLE 29: AMENDMENT OF THE AGREEMENT

29.1 Any amendment, modification or supplement to this Agreement shall be in writing and signed by all of the Parties, and will be a part of this Agreement after approval of the authorities concerned.

ARTICLE 30: WARRANTY AND REPRESENTATION

30.1 Each party represents and warrants to the other parties that it is legal person duly authorised under the relevant laws and has the right power, sound financial standing and authority to enter into this Agreement.

ARTICLE 31: CONDITION PRECEDENT

31.1 This Agreement is conditional upon receipt of all necessary and requisite approval for its performance and implementation of this agreement from relevant Government Authorities in the Republic of the Union of Myanmar.

ARTICLE 32: PROTECTION OF ENVIRONMENT

32.1 The Company shall be responsible for the preservation of the environment at and around the area of project site. The Company shall take all necessary measures to control pollution of air, water and land, and other environmental degradation and shall be in accordance with Myanmar laws, rules and regulations.

32.2 The Company shall take necessary measures in order to fulfil environmental protection such as installation of the waste water treatment plant and other treatment procedures to keep the project site environmentally friendly.

ARTICLE 33: RENEGOTIATION OF THE AGREEMENT

33.1 In the event any situation or circumstances, not envisaged in this Agreement arises and warrants amendments to this Agreement, the Parties shall negotiate and make necessary amendments in writing.

ARTICLE 34: LANGUAGE

34.1 All notices or other communications under or in connection with this Agreement shall be made in English. If any such notice or other communication to be given or made under this Agreement is translated into another language, then, in the event of any conflict between English text and the translation, the English text shall prevail.

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IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

Signed by **Brian Tan Guan Hooi**)
for and on behalf of)
Texchem Food Sdn. Bhd.)
(Company No. 564990-P))
in the presence of:-)

....
Name:
NRIC No.:

Signed by **U Maung Sitt @ Chew Won Min**)
for and on behalf of)
Mascot Industries Company Limited)
(Company No. 1251/97-98))
in the presence of:-)

....
Name:
NRIC / Passport No.:

LAND AND BUILDING LEASE AGREEMENT

BETWEEN

MASCOT INDUSTRIES COMPANY LIMITED

AND

TEXCHEM FOOD (MYANMAR) LIMITED

LAND AND BUILDING LEASE AGREEMENT

CONTENTS

ARTICLES

LAND AND BUILDING LEASE AGREEMENT

This **LAND AND BUILDING LEASE AGREEMENT**(hereinafter referred to as the "Lease Agreement") is made, entered into and delivered inNaypyitaw, Myanmar on this **[To be advised]** day of **[To be advised]**Two Thousand and Fourteen.

BY AND BETWEEN

Mascot Industries Company Limited(Company No. 1251/97-98), having its registered office No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, YangonRegion, Republic of the Union of Myanmar (hereinafter called and referred to asthe "**LESSOR**", which expression shall include its successors, legal representatives and permitted assigns represented for the purposes of this Lease Agreement) of the one part;

AND

Texchem Food (Myanmar) Limited(Company No. 898 FC/2013-2014), incorporated under the Myanmar Companies Act as a Joint Venture Company Limited having its registered office atNo. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, YangonRegion, Republic of the Union of Myanmar(hereinafter referred to as the**"LESSEE"** which expression herein used shall, unless repugnant to the context or the meaning thereof, include, it successors, legal representatives, and permitted assigns represented for the purpose of thisLease Agreement)of the other part.

(The parties hereto shall hereinafter individually be referred as "**Party**" and collectively as the "**Parties**".)

WITNESSTH AS FOLLOWS:-

WHEREAS the LESSEE is desirous of entering into this Lease Agreement for the utilisation of the land and building of4.04acres equivalent to 16,349.3144 square meters at Plot No. 307/366(Ka) & 307/420(Kha), Inlay Myaing Industrial Zone, Myeik Taung Village, Myeik Township, Tanintharyi Region, Myanmaras described inthe Appendix attached hereto (which shall form an integral part of this Lease Agreement) for the purpose of a Fisheries Processing Factory under the name of Texchem Food (Myanmar) Limited.

WHEREAS the LESSOR is desirous of leasing the land and building plot as aforementioned to the LESSEE to enhance industrial development whereby promoting the foreign investment in Myanmar.

WHEREAS the LESSOR represents and warrants that it has the legal and beneficial right on the said land and building; and

WHEREAS both the LESSOR and the LESSEE are of the legal capacity to enter into this Lease Agreement.

NOW, THEREFORE, THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:-

ARTICLE I: TERM AND RENEWAL OFLEASE AGREEMENT

1-01 In consideration of the rent hereinafter reserved and the covenants made by the LESSEE hereinafter contained, the LESSOR both hereby lease unto the LESSEE all that piece of land and building at Plot No. 307/366(Ka) & 307/420(Kha), Inlay Myaing Industrial Zone, Myeik Taung Village, Myeik Township, Tanintharyi Region, Myanmarmeasuring 4.04acres equivalent to 16,349.3144 square meters for the purposes of manufacturing sea food value-added-products (VAP) and contract processing (CP) for seafood (hereinafter referred to as the "**Demised Premises**") as per the floor plan stipulated in the Appendix hereto (which shall at form an integral part of this Lease Agreement) together with all the rights, easements, appurtenances thereto, except all mines, mineral, deposits, gemstones, coal, petroleum and other natural resources as well as buried treasure and gems occurring in, under or within the Demised Premisesfor a term of fifty (50) yearsfrom the date this Lease Agreement (hereinafter referred to as the "**Term**") and renewable by two (2) ten (10) year periods with the approval of Myanmar Investment Commission (hereinafter called the "**MIC**").

1-02 On expiry of the Term of this Lease Agreement, this Lease Agreementmay be renewed for two (2) ten (10) year periods with written consent of the LESSOR and subject to the approval of the MIC.

ARTICLE II: ANNUAL RENTAL AND PAYMENT TERMS

2-01 The annual rent for the land and building shall be Kyats 47,723,649/= (Kyats Forty Seven Million Seven Hundred Twenty Three Thousand Six Hundred and Forty Nine Only) calculated at the rate of Kyats 2,919/= (Kyats Two Thousand Nine Hundred and Nineteen Only) per square meter of the Demised Premises area of 4.04 acres equivalent to 16,349.3144 square meters. The rent may be payable to the LESSOR in Kyats.

2-02 Payment of annual rent shall be made in advance in the first month of every financial year.

2-03 The rate of rent shall be revised in view of prevailing land and building lease rates after every five (5) year period and an increase of therent shall not be more than five percent (5%) of the preceding annual rent.

2-04 The rent shall be calculated from the date of this Lease Agreement. For the first year, the LESSEE shall pay the rent for the Demised Premises within (30)days after the date of the Lease Agreement, for the period from the date of theLease Agreementto the end of that financial year. From the second year onwards, the rent shall bepaid as mentioned in Article 2-02.

ARTICLE III: PLACE OF BUSINESS AND FACTORY

3-01 The place of business and Fisheries Processing Factory of the LESSEE shall be in Inlay Myaing Industrial Zone, MyeikTaungVillage, MyeikTownship, Tanintharyi Region, Myanmar. The LESSEE may also have registered office at No. 4, Baho Road, Aung Chan Thar Quarter, SanchaungTownship, Yangon Region, Republic of the Union of Myanmar or such other places as may be determined by the Board of Directors.

ARTICLE IV: EFFECTIVE DATE OF LEASE AGREEMENT

4-01 The effective date of this Lease Agreement shall be the date of this Lease Agreement.

ARTICLE V: LESSEE'S RIGHTS AND OBLIGATIONS

5-01 The LESSEE hereby covenants with the LESSORon the following:-

5-01(1) to pay the said rent on the days in the manner hereinbefore stated for payment thereof and to pay for all the charges to be collected by respective authorities with respect to any services provided to the Demised Premises;

5-01(2) not to sub-lease, assign or transfer the whole or any part of the leasehold interest hereby created, concerning the Demised Premises;

5-01(3) toutilisethe Demised Premises for the purpose stated in Article 1-01;

5-01(4) to ensure that all activities and operations on the Demised Premises or any part thereof under the Lease Agreement and other related facilities, conform with the laws, regulations and directives of the Republic of the Union of Myanmar;

5-01(5) to surrender the Demised Premises to the LESSOR within three (3) months from the date of written notice of termination of the Lease Agreement, to take away or dispose of all moveable properties not affecting the LESSOR'S right to claim for the rent up to the date of complete evacuation and claim for damages caused to the Demised Premises in the event of termination under Article 13 of this Lease Agreement;

5-01 (6) to keep in good repair and condition of the building and structure of the Demised Premises and hand over such Demised Premises in such good repair and condition at the expiry of theLease Agreement and hand over the Demised Premises (immovable properties) to the LESSOR in such good condition within three (3) months from the date of written notice of termination of the Lease Agreement.

5-01 (7) to abstain from making any alteration to the Demised Premises without the prior written approval of the LESSOR;

5-01 (8) to pay all municipal taxes or rates as well as assessments of similar nature that now are or may hereafter during the said term be imposed upon the Demised Premises or any part thereof except land revenue;

5-01 (9) to ensure that foreign personnelemployed and their families shall abide by the laws of the Republic of the Union of Myanmar and that they do not interfere in the internal affairs of the Republic of the Union of Myanmar;

5-01 (10) to secure and maintain all necessary types of insurance in accordance with the provisions of the Republic of the Union of Myanmar Foreign Investment Law and the Myanmar Insurance Law.

5-02 The LESSEE shall be responsible for the protection as well asthe preservation of the environment in and around the Demised Premises. The LESSEE shall take all reasonable steps to control the pollution of air, water and land. The LESSEE shall not cause any environmental degradation and shall take necessary measures in for environmental protection and other treatment procedures to keep the Demised Premises environmentally friendly.

5-03 The LESSEE may peacefully and quietly hold the Demised Premises during the term of the Lease Agreement without any interruption or disturbance of whatsoever nature by the LESSOR or any person lawfully claiming to represent the LESSOR.

ARTICLE VI: LESSOR'S RIGHT AND OBLIGATIONS

6-01 With the LESSEE agreeing to pay the rent for the Demised Premises hereinbefore mentioned and perform and observe the covenants hereinbefore contained, the LESSOR hereby covenants with the LESSEE on the following:-

6-01(1) the LESSOR shall pay all land revenues imposed on theDemised Premises;

6-01(2) the LESSOR is to assist in getting sufficient electricity power supply, required IDD telephones, fax lines and telex lines;

6-01(3) the LESSOR is responsible to assist in getting the requisite licencesand permits from the relevant authorities in Myanmar;

6-01 (4) the LESSOR is to assist the LESSEE for obtaining multiple visas, stay permits and work permits from the relevant authorities, allow the LESSEE'S foreign staff and personnel (as approved by the MIC) to enter, reside in and depart from the Republic of the Union of Myanmar for the

purpose of participating in the operations of the LESSEE'SDemised Premises;

6-01 (5) the LESSOR shall renew this Agreement upon its expiry for each renewal term with the relevant authority/iesand obtain all the required approval of the relevant authorities concerned for as long as the joint venture company namely Texchem Food (Myanmar) Limited, pursuant to the Joint Venture Agreement between Texchem Food Sdn. Bhd. and Mascot Industries Company Limited remains in force;

6-01 (6) The LESSOR may inspect the Demised Premises by giving the LESSEE a seven (7) day written notice of the LESSOR's intention and reason for such inspection.

6-02 If the LESSEE in any substantial respect fails to perform or observe the terms and conditions of this Lease Agreement and fails to rectify such non-performance or non-observation within ninety (90) days after the notice in writing from the LESSOR of such default, the LESSOR shall be at liberty to re-enter upon and take possession ofLease Agreement and the Lease Agreement shall, thereupon, cease and determine, provided that such right of re-entry shall not prejudice any right of action of the LESSOR for recovery of money from the LESSEE by way of rent or compensation for damages.

ARTICLE VII: GOVERNING LAW

7-01 This Lease Agreement shall be read, construed, interpreted and governed, in all respects in accordance with the laws of the Republic of the Union of Myanmar.

ARTICLE VIII: WARRANTY AND REPRESENTATION

8-01 EachParty represents and warrants to the other that it is of the legal capacityunder the relevant laws and has the right, power, sound financial standing and authority to enter into this Lease Agreement.

ARTICLE IX: CONDITION PRECEDENT

9-01 This Lease Agreement is conditional upon receipt of all necessary and requisite approvals for its performance and implementation from all relevant government authorities including the permit from MIC in the Republic of the Union of Myanmar.

ARTICLE X: RENEGOTIATION OF LEASE AGREEMENT

10-01 In the event that any situation or condition arises due to circumstances not envisaged in the Lease Agreement and that it warrants amendments to this Lease Agreement, the Parties hereto shall conduct necessary negotiations with a view to making such amendments in writing and agreed by both Parties.

10-02 Such amendments are subject to the approval of the MIC.

ARTICLE XI: LAW OF PERFORMANCE

11-01 Both Parties shall carry out their obligations arising out of this Lease Agreement according to the laws, rules, regulations, directives and procedures the Republic of the of the Union of Myanmar.

ARTICLE XII: ARBITRATION

12-01 In the event of any dispute arising between the Parties to this Lease Agreement, which cannot be settled amicably, such dispute shall be settled in the Republic of the Union of Myanmar by way of arbitration, through two arbitrators, each one of whom shall be appointed by the LESSOR and the LESSEE respectively. Should the arbitrators fail to reach an agreement, the dispute shall be referred to an umpire nominated by the arbitrators. The decision of the arbitrators or the umpire shall be binding upon both Parties. The arbitration proceedings shall, in all respects, conform to the Myanmar Arbitration Act, 1944 (Myanmar Act IV, 1944) or any existing statutory modifications thereof.

12-02 Arbitration fees shall be borne by the losing Party.

12-03 The venue of arbitration shall be in Yangon Region, Myanmar.

ARTICLE XIII:TERMINATION

13-01 This Lease Agreement may be terminated through the serving of ninety (90) days written notice by either Party hereto to the other Party, upon occurrence of any of the following events, subject to the approval of the MIC:-

13-01(a) substantial and continuous losses in the LESSEE'S business;

13-01(b) breach of any conditions of this Lease Agreement by either Party, without rectification within ninety (90) days from the written notification of the other Party;

13-01(c) Force Majeure event persisting for more than two (2) months from the occurrence thereof; and

13-01 (d) incapability of implementing the original aims and objectives of the LESSEE.

13-02 This Lease Agreement may be terminated, before the expiry of the term of the Lease, by mutual consent in writing, after a service of ninety (90) days written notice of the intention of such termination, of the one Party to the other and on approval therefore of the MIC.

13-03 This Lease Agreement may also be terminated by the LESSEE in the event that the natural disaster or any destruction or loss caused by a Force Majeure incapacitates the LESSEE to use the Demised Premises for the purpose as stated in Article 1-01.The LESSEE reserves the right under this Lease Agreement to reconstruct the damaged property wholly or partially at its own cost and continue its purpose as stated in Article 1-01. Notice of intention to terminate shall be given in writing to the LESSORninety (90) days inadvance should the LESSEE wish to terminate this Lease Agreement in the event of a Force Majeure.

13-04 Termination of this Lease Agreement shall be effective only after obtaining the approval of MIC, according to the laws of the Republic of the Union of Myanmar.

ARTICLE XIV: FORCE MAJEURE

14-01 If either Party is temporarily rendered unable wholly or partly by ForceMajeure to perform its obligations or accept the performance of the other Party under this Lease Agreement, the affected Party shall give notice to the other Party within fourteen (14) days after the occurrence of the cause relied upon, giving full particulars in writing of such Force Majeure. If the event of Force Majeure in question prevails for a continuous period in excess of two (2) months, the Parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing on such alternative arrangements as may be fair and reasonable. Neither Party shall be responsible for any delay caused by Force Majeure.

14-02 The term "Force Majeure" as applied herein shall mean act of God, restraints of a Government, strikes, lockouts, industrial disturbances, wars, blockades, insurrections, riots, epidemics, civil disturbances, explosions, fires, floods, earthquakes, storms, lighting and any other causes similar to the conditions as enumerated herein which are beyond the control of either Party and which, by the exercise of due care and diligence, either Party is unable to overcome.

ARTICLE XV: ASSIGNMENTS

15-01 The LESSEE has the right to assign or transfer its interest in the Demised Premises to any company or individual, local or foreign with the consent of and on the terms agreed by the LESSOR, subject to the existing laws of the Republic of the Union of Myanmar and the approval of MIC.

ARTICLE XVI: MINERAL RESOURCES AND TREASURES

16-01 Mineral resources, treasures, gems and other natural resources, discovered unexpectedly from, in or under the Demised Premises during the term of this Lease Agreement, shall

be the property of the LESSOR and the LESSOR shall be at liberty to excavate the aforesaid finds at anytime, in accordance with laws, rules and regulations of the Republic of the Union of Myanmar.

ARTICLE XVII:NOTICE

17-01 Any notice or other communication required to be given or sent hereunder shall be in English language and be left or sent by prepaid registered post (airmail, if overseas) or e-mail or telex or facsimile transmission or international courier to the Party concerned at its address given underneath, or such other address as the Party concerned shall have notified in concurrence with this Article to the other Party.
The addresses of Parties are as follows:-

LESSOR

MASCOT INDUSTRIES COMPANY LIMITED
No. 4, Baho Road
Aung Chan Thar Quarter, Sanchaung Township
YangonRegion, Republic of the Union of Myanmar
Tel No. : +95-1-519 301, 519 305
Fax No. : +95-1-510 192

LESSEE

TEXCHEM FOOD (MYANMAR) LIMITED
No. 4, Baho Road
Aung Chan Thar Quarter, Sanchaung Township
YangonRegion, Republic of the Union of Myanmar
Tel No. : +95-1-519 301, 519 305
Fax No. : +95-1-510 192

ARTICLE XVIII:LANGUAGE

18-01 All notices or other communications under or in connection with this Agreement shall be made in English. If any such notice or other communication to be given or made under this Agreement is translated into another language, then, in the event of any conflict between English text and the translation, the English text shall prevail.

ARTICLE XIX: MANAGEMENT FEES

19-01 The LESSEE shall pay for maintenance of the Inlay Myaing Industrial Zone where Fisheries Processing Factory of Texchem Food (Myanmar) Limited is situated, and management fees prescribed by and payable to the Management Committee of the Myeik Township, Tanintharyi Region, Myanmar.

ARTICLE XX: HAND OVER OF DEMISED PREMISES TO THE LESSOR

20-01 During the Term of the Lease Agreement, the LESSEE shall undertake normal maintenance and due care of the Demised Premises.

20-02 The LESSEE shall seek the prior written consent of the LESSOR to construct additional buildings or extension of the building at the Demised Premises.

20-03 Upon the expiry of the Lease Agreement or if the Lease Agreement is terminated under Article 13, the LESSEE shall hand over the Demised Premises and all immovable properties on it to the LESSOR within ninety (90) days in good condition, fair wear and tear excepted.

20-04 The LESSEE shall have the right to take possession of all movable properties on the Demised Premises which shall be removed at its own costs and/or disposed of within ninety (90) days from the date of expiry or termination of the Lease Agreement not affecting the LESSOR'S right to claim for the rent up to the date of complete evacuation and/or damages caused to the Demised Premises by the LESSEE.

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IN WITNESS WHEREOF the Parties hereto have hereunto set their hands the day and year first above written.

Signed by **U MaungSitt @ Chew Won Min**)
for and on behalf of)
Mascot Industries Company Limited)
(Company No. 1251/97-98))
in the presence of:-)

....
Name:
NRIC / Passport No.:

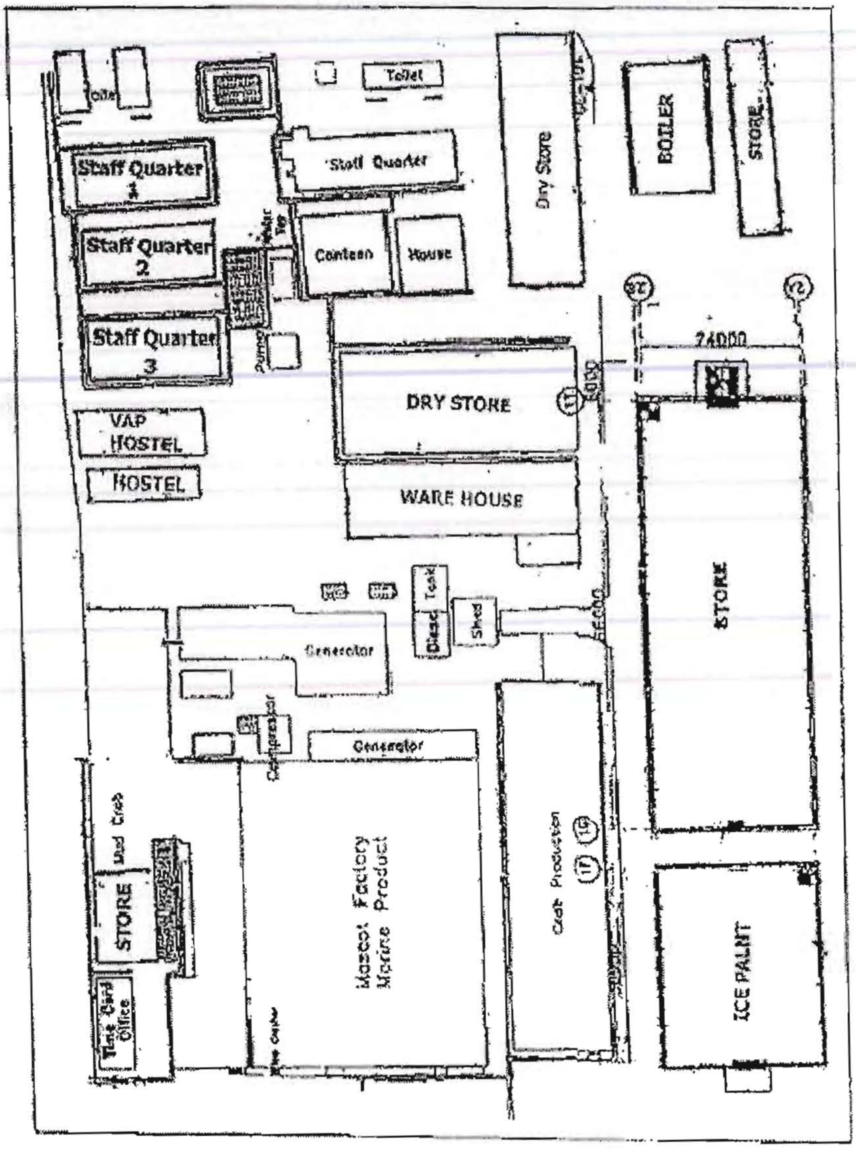
Signed by **Mr. FumihikoKonishi**)
for and on behalf of)
Texchem Food (Myanmar) Limited)
(Company No. 898 FC/2013-2014))
in the presence of:-)

....
Name:
NRIC / Passport No.:

APPENDIX

(which is to be taken read and construed as an essential part of this Agreement)

Texchem Food (Myanmar) Limited
Factory Layout



မြိတ်မြို့ မြိတ်မြို့ မြိတ်မြို့

Entered in Land Register 3 (Volume) Page

မြိတ် မြို့ *Revenue Proceedings No.* 46 *of* 2005-06 MYEIK *District Office*

FORM OF LEASE OF TOWN LANDS WITH POWER OF RENEWAL UP TO NINETY YEARS

(Rule 51A of the Rules under the U.B. Land and Revenue Regulation, 1889)
(Rule 29 of the Rules under the L.B. Town and Village Lands Act, 1898)

THIS LEASE made the 12 day of August one thousand nine hundred and Two Thousand Five BETWEEN THE GOVERNMENT OF THE UNION OF BURMA (hereinafter called "the Lessor" which expression shall be taken to mean and include the said Government of the Union of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part: AND [illegible] of ______ son of ______ (hereinafter called "the Lessee" which expression shall be taken to mean and include the said [illegible] his heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights easements and appurtenances to the same belonging save and except, all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of မြိတ်မြို့ as nearly as may be in accordance with the provisions of the Land Acquisition Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease (၈-၉-၉၅) မှ (၇-၉-၂၀၂၅)ထိ * with the option for the Lessee to renew this lease for † two successive terms of thirty years † as hereinafter provided * YIELDING and PAYING therefor the clear yearly rent of Kyat - ၁၁၂၆၀/- ကျပ်: payable in advance on the third day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor :

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the Lessee in respect thereof.

*— The words "with the option........ hereinafter provided" should be omitted at the second renewal.

†—† The words "a further term of thirty years" should be substituted at the first renewal.

breach shall continue and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on land may be recovered.

8. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures that may then be thereon to the Lessor :

10. PROVIDED always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

And the Lessor doth hereby covenant with the Lessee—

11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months' previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant of renewal :

၁၀။ ။သို့ခဲ့သည့်အခွန်ငွေအားလုံး၊ သို့မဟုတ် အချို့အဝက်မှာမပြေမကျေရှိနေ၍ ၎င်းငွေကိုတောင်းသည်ဖြစ်စေ၊ မတောင်းမခံသည်ဖြစ်စေ၊ ထမ်းဆောင်သင့်နေ့ရက်ကုန်လွန်သည့်နောက် ပြက္ခဒိန်လ တလတိုင် မထမ်းမဆောင်ကြန့်ကြာလျှင်သော်၎င်း၊ အငှါးရသူကစာချုပ်ပါခံဝန်ချက်အတိုင်းမတည် ဖျက်ကွက်လျှင်သော်၎င်း၊အထက်ကဖျက်ကွက်သည့်အရာလွတ်ငြိမ်းချမ်းသာစေခွင့်၊မြေကိုပြန်၍သိမ်းယူခြင်းမှလွတ်ငြိမ်းချမ်းသာစေခွင့်မည်သို့ပင်ပြုသော်လည်းဆိုခဲ့သည့်ခရိုင်ဝန်က၊ ယခုစာချုပ်ကို ချက်ခြင်းဖျက်သိမ်း မြေနှင့်တကွမြေတွင်တည်ရှိသည့်ဇရပ်၊ ထာဝရအဆောက်အဦများကိုပြန်၍သိမ်းယူခွင့်ရသည်၊

အငှါးချသူက၊အငှါးရသူအားခံဝန်ချုပ်ဆိုသည်မှာ——

၁၁။ ။ယခုစာချုပ်ကိုအပိုဒ် ၁၀ အရ တင်ရင်ဖျက်သိမ်းပြီး မဟုတ်လျှင်သော်၎င်း၊ ယခုစာချုပ်ပါကာလအပိုင်းအခြားစေ့ကုန်သည်တိုင်အငှါးရသူက ထမ်းဆောင်သင့်အခွန်များထမ်းဆောင်သည့်ပြင်၊ စာချုပ်ပါခံဝန်ချက်အတိုင်းဖျက်ကွက်ခြင်းမရှိလိုက်နာလျှင်သော်၎င်း၊ ၎င်းမြေတွင်ရှိဆောက်လုပ်ထားသည့် အိမ်စသောဇရပ်၊ ထာဝရအဆောက်အဦများကို အငှါးရသူကစာချုပ်ပါကာလအပိုင်းအခြား စေ့ကုန်သည့်အခါ ရောင်းချရွှေ့ပြောင်း ဆောင်ယူခွင့်ရသည်၊ သို့၍ပြောင်းရောင်းချဆောင်ယူရာ၊ မြေမှုက်နှာပြင်ပုက်စီးယိုယွင်းခြင်းရှိသည်များကို အငှါးရသူကကောင်းမွန်အောင်ပြုပြင်ရမည်၊

၁၂။ ။အငှါးရသူကဆိုခဲ့သည့်မြေကို စာချုပ်ပါကာလအပိုင်းအခြားစေ့ကုန်သည်မှ ရှေ့သို့နှစ်ပေါင်း ၃၀၊ စာချုပ်အသစ်လဲလှယ်ချုပ်ဆိုငှါးရမ်းလိုကြောင်းနှင့်၊ စာချုပ်ပါ ကာလအပိုင်းအခြားမကုန်မီ ပြက္ခဒိန်လ ၃ လ တင်ရင်၍အငှါးချသူထံ လျှောက်လွှာတင်သွင်းသည့်အခါ၊ စာချုပ်ပါကာလအပိုင်းအခြားစေ့ကုန်သည်တိုင်ထမ်းဆောင်သင့်အခွန်များပြေကြေအောင် ထမ်းဆောင်သည့်ပြင်၊ စာချုပ်ပါအရပ်ရပ်ခံဝန်ချက်၊ ညွှန်ကြားချက်များကိုလည်း ဖျက်ကွက်ခြင်းမရှိလိုက်နာလျှင်၊ အငှါးရသူလျှောက်ထားချက်အရ အငှါးစာချုပ် မူရင်းနှင့်တစောင်ကို အငှါးရသူကကုန်ကျရန်ဝရိတ်များကျခံရေးသားလက်မှတ်ရေးထိုး၍၊ အငှါးချသူသို့ ပေးအပ်ကာလ စာချုပ်ပါမြေကို အငှါးချသူ သဘောမကျသည့် အခွန်နှုန်းနှင့်အသားတူခံဝန်ချက်ပြဋ္ဌာန်းချက်များ၊သို့မဟုတ်၎င်းတို့အနက်တည်ဆဲ တည်လတ္တံ့ခံဝန်ချက် ပြဋ္ဌာန်းချက်များနှင့်အညီ၊ နှစ်ပေါင်း ၃၀ ထပ်မံချထားရန်အငှါး စာချုပ်သစ်တစောင်ကိုလက်မှတ်ရေးထိုး၍အငှါးရသူသို့ပေးအပ်ရမည်။သို့သော်လည်းတတိယအကြိမ်နှစ်ပေါင်း ၃၀ ထပ်မံချထားရန်အငှါးစာချုပ်မှာ၊ စာချုပ်အသစ်လဲလှယ်ရန်အတွက်ပြဋ္ဌာန်းခံဝန်ချက်မပါမရှိစေရ၊

၁၃။ ။ယခုစာချုပ်ပါကာလ အပိုင်းအခြားစေ့ကုန်သည့်နောက်၊ အပိုဒ် ၁၂ အရ၊ အငှါးရသူသို့ စာချုပ်အသစ်ချုပ်ဆိုထပ်မံပေးအပ်ခြင်းမရှိလျှင်၊ ပြက္ခဒိန်လတလသင်ရင်ဆင့်စာချုအပ်၍ ၎င်းမြေရှိအိမ်စသည့်ဇရပ်၊ ထာဝရအဆောက်အဦများကိုအငှါးချသူ၎င်းရာထူးတွင်ဆက်ခံသူလွှဲအပ်ခံသူတို့ကဝယ်ယူခွင့်ရသည်။၎င်းအဆောက်အဦအဖိုးနှင့်ပတ်သက်၍ အငြင်းအခုံရှိခဲ့လျှင် ၎င်းတန်ဖိုးကိုအမှန်အတိုင်းကျအောင် ဆိုင်ရာခရိုင်အရေးပိုင်က ဆုံးဖြတ်ပေးသည့် သည်းကဲ့သို့ဆုံးဖြတ်ချက်မှာလည်း၊ အပြီးအပိုင်ရောက်စေရမည့်ပြင်၊ အငှါးရသူကတည်ငြိမ် နားရမည်နှင့်ထိုး ပြည်ထောင်စုမြန်မာနိုင်ငံ အစိုးရ၏ ကိုယ်စားအဖြစ်ထမ်းရွက်သူ

နှင့် တို့သဘောတူစာချုပ်ချုပ်ဆိုလက်မှတ်ရေးထိုးကြသည်၊

<u>အထက်ကရည်ညွှန်းရာပါဇယားရင်း</u>

မြို့ ရပ်တွင်တည်ရှိသည့်အကွက်

အမှတ် အတွင်းမြေကွက်အမှတ် ဧက၊ အောက်တွင်နယ်နိမိတ်သတ်မှတ်ရာပါ

ခံရှိမှုပုံပါစေယ်ဒွင်အနီရောင်နှင့်ရေးသားပြသည့်မြေ၊

မြောက်အလား—

အရှေ့အလား––

တောင်အလား–

အနောက်အလား—

ပ၊ဝ၊တ—အမှတ် ၁၅၁၀ ပ၂၂၊ (ပုံနှိပ်နှင့်စာ)၊ ၂၆-၈-၀၅—၃၀,၀၀၀၊ ...(ပပ)၊

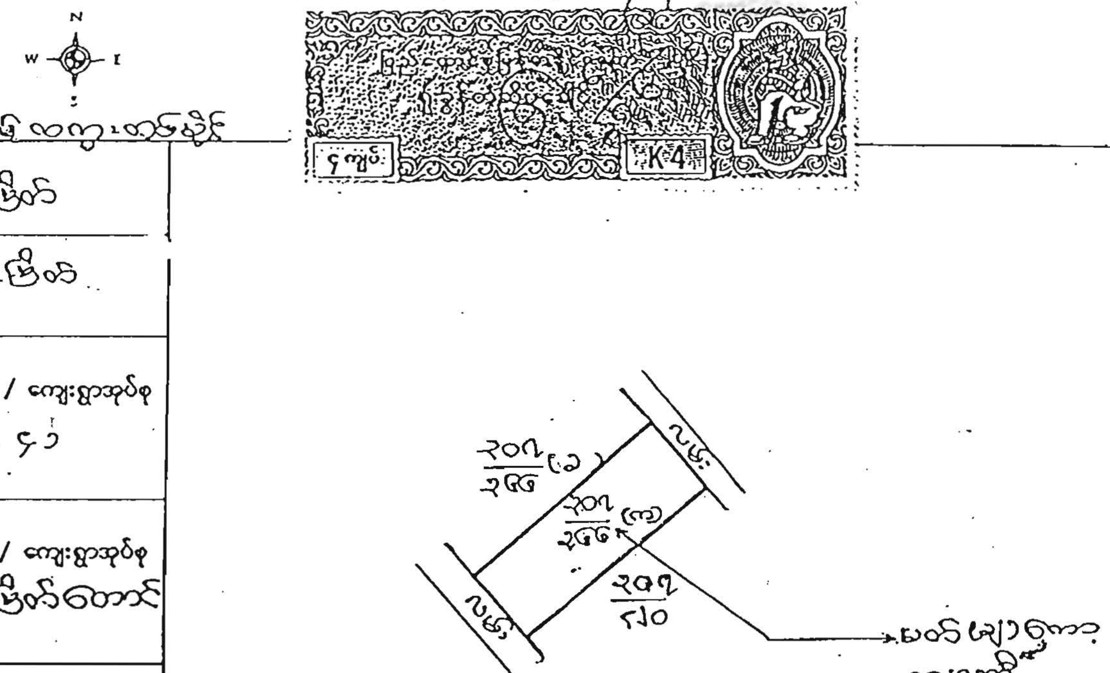
မြေစာရင်းပုံစံ ၁၀၅

မှန်ကြောင်း သက်သေမခံ / သက်သေခံ သောလက်ရှိ မြေပုံတွင် ယခုနှစ် အသုံးပြုသောဦးပိုင် မြေပုံလက်ခံရေးကူးရန်ပုံစံ

၄ ကျပ် K4

ဒေသ - တနင်္သာရီတိုင်း

ခရိုင် - မြိတ်
မြို့နယ် - မြိတ်
ရပ်ကွက် / ကျေးရွာအုပ်စု အမှတ် - ၄၁
ရပ်ကွက် / ကျေးရွာအုပ်စု အမည် - မြိတ်တောင်
ကွင်း - အမှတ်/အမည် ၂၃၈-ဘိုးစောဖြင့်
ဦးပိုင်အမှတ် ၁၀၇/၃၆၆ (က)



ဆိုင်ရာမြေပုံအမှတ် ၄၅၂/၈၇-၀၆

မြို့နယ်ဦးစီးမှူး
DEPUTY COMMISSIONER

ဦးပိုင်အမှတ်	အခွန်စည်းကြပ်ခံရသူ၊ ~~ပိုင်ရှင်အမည်၊ဂရန်ရှင်၊~~ အငှားဂရန်ရှင်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့်အတန်း	ဧရိယာ(ဧက)	မှတ်ချက်
၁၀၇/၃၆၆ (က)	မတင်ချောကော ကုသုမ်	ဂရန်	ဗြေဒါး	၂.၀၄	ဆိုင်ရာမြေပုံအမှတ် ၁၄၇ ... ၁ ... ၂ ... ၃၀ ... ဂရန် ...

ရေးကူးပေးသည့်အကြောင်းအရာ -
(ပေါ်ပြပါအကြောင်းအရာအတွက်သာအသုံးပြုခွင့်ရှိသည်။)
လျှောက်ထားသူအမည် - မတင်ချောကော ကုသုမ်
လျှောက်လွှာတင်သည့်နေ့စွဲ - 30 JUN 2005
လျှောက်သူ ... ထုတ်ပေးသည့်နေ့စွဲ - 30 JUN 2005

(တင်ထူး)
ဦးစီးအရာရှိ
မြိတ်မြို့နယ်မြေစာရင်းဦးစီးဌာန

ယခုအထက်တွင် ပြဆိုသော မြေပုံမှာ မှန်ကန်သောမူရင်းရေးကူးသော ၂၀၀၄-၀၅ ခုနှစ်အတွက် နောက်ဆုံးအကြိမ်ပြင်ဆင်ထားခြင်းမြေပုံဖြစ်ကြောင်းသက်သေခံလက်မှတ်ရေးထိုးပါသည်။

အမှတ်တွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -
နေ့စွဲ -
တိုက်ဆိုင်စစ်ဆေးပြီးမှန်ကန်ပါသည်။
လက်ထောက်ဦးစီးမှူးလက်မှတ် -
နေ့စွဲ -

(ဇော်ဝင်း)
မြေတိုင်း(၄)၊ မြေ၀ရင်း

(ထင်ထွန်း)
လ/ထ ဦးစီးမှူး (စစ်ဆေးရေး)

ပြည်ထဲရေး ဝန်ကြီး ဌာန
ခရိုင်အထွေထွေအုပ်ချုပ်ရေး ဦးစီးဌာန
မြိတ် မြို့

ခရိုင်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန
မြိတ်မြို့။
နံပါတ် ၁ ခရိုင်

"အမိန့် ကြော်ငြာ စာ"

(၂၀၀၂ ခုနှစ်၊ ဒီဇင်ဘာလ ၁၇ ရက်)
(၁၃၆၄ ခုနှစ်၊ နတ်တော်လဆန်း ၁၃ ရက်)

အမှတ်။ မြိတ်ခရိုင်၊ မြိတ်မြို့နယ်၊ မြိတ် ဟောင်ကျေး ရွာအုပ်စု၊ ကွင်း အမှတ် - ၂၃၆/အိုး လုပ်ပြင်၊ ဦး ပိုင်အမှတ်- ၃၀၇/၄၂၀ ၊ မြေဧရိယာ (၄.၁၄) ဧကရှိ မြေကို ခရိုင် မြေမှုအမှတ်-၁၄၆/၉၇-၉၈ အရ မတ်စ်ကာဒုကုမ္ပဏီ အမည်ဖြင့် - (၈-၉-၉၇) မှ (၇-၉-၂၀၂၇) အထိ နှစ် (၃၀) မြေငှား ဂရန်ထုတ်ပေး ထား ခဲ့ပါသည်၊ ယင်းဂရန်တွင် ပါဝင်သော ဂရန်ကျပြီးမြေ (၄.၀၄) ဧကအနက် မြေဧရိယာ- (၂.၀၄) ဧကကို အငှား ဂရန်ရရှိထား သူ မတ်စ်ကာဒု (အဆောင်ကောင်း) - ကုမ္ပဏီ မှ နိုင်ငံတော်သို့ပြန်လည်အပ်နှံလာသည့်အပြင် တနင်္သာရီတိုင်း အထွေထွေ အုပ်ချုပ်ရေး ဦး စီး ဌာနမှလည်း (၃-၁၁-၂၀၀၂) ရက်စွဲပါစာအမှတ်၊ ၄/ ၁-၃/ ဦး ၁ ဖြင့် အဆောင်ကောင်း ကုမ္ပဏီမှ အပ်နှံလာသည့် မြေ (၂.၀၄) ဧက ကို ငါး လုပ်ငန်း ဦး စီး ဌာနပိုင် မြေအဖြစ် အမည် ပြောင်း လဲချထား နိုင်ရေး လုပ်ထုံး လုပ်နည်း အတိုင်း ဆောင်ရွက်သွား ရန် အကြောင်း ကြား လာခဲ့သဖြင့် - ခရိုင် မြေမှုအမှတ်-၁၄၆/၉၇-၉၈ အရ မတ်စ်ကာဒုကုမ္ပဏီအမည်ဖြင့်ချထား - ပေး သည့် မြေငှား ဂရန်ပါမြေဧရိယာ (၄.၀၄) ဧကအနက် နိုင်ငံတော်သို့ပြန်လည် အပ်နှံလာသည့် မြေဧရိယာ (၂.၀၄) ဧကကိုမူလဂရန်မှ နုတ်ပယ်၍ ၊ ကျန်မြေဧရိယာ (၂.၀၀) ဧကအား မတ်စ်ကာဒုကုမ္ပဏီ အမည်ဖြင့် မူလဂရန်သက်တမ်း အတိုင်း ပြင်ဆင် ပြောင်း လဲ ချထား လိုက်သည်။

ခရိုင်အုပ်ချုပ်ရေး မှူး
(ဦး စိုး သန်း ၊ ပ/ ၂၆၀၉)

စာအမှတ်၊ ၈၈၉/ ၄/ ၁-၁၀/ ဦး ၁
ရက်စွဲ၊ ၂၀၀၂ ခုနှစ်၊ ဒီဇင်ဘာ လ ၁၇ ရက်

ဖြန့်ဝေခြင်း
မတ်စ်ကာဒု (အဆောင်ကောင်း) ကုမ္ပဏီလီမိတက်

မိတ္တူ ကို
ညွှန်ကြားရေးမှူး၊ အထွေထွေအုပ်ချုပ်ရေး ဦးစီး ဌာန၊ တနင်္သာရီတိုင်း၊ မြိတ်မြို့
ဦးစီးအရာရှိ၊ ငါး လုပ်ငန်း ဦး စီး ဌာန၊ မြိတ်မြို့
မြို့နယ်အထွေထွေအုပ်ချုပ်ရေး ဦး စီး ဌာန၊ မြိတ်မြို့
မြို့နယ် မြေစာရင်း ဦး စီး ဌာန၊ မြိတ်မြို့ ကံ မြေစာရင်း မြေပုံနှင့် ၁ (က) စာရင်း တွင်ပြင်ဆင် ပြောင်း လဲမှတ်သားသွား ရန်အကြောင်း ကြားဖြင့် ပေး ပို့ပါသည်။
ရုံးလက်ခံ / ရုံး ၁

SPECIAL ADHESIVE LABEL SPECIAL ADHESIVE LABEL SPECIAL ADHESIVE LABEL

[illegible] in Land Register 3 (Volume) Page

Revenue Proceedings No. 295 of 1997-1998 [illegible] District Office

FORM OF LEASE OF TOWN LANDS WITH POWER OF RENEWAL UP TO NINETY YEARS

(Rule 51A of the Rules under the U.B. Land and Revenue Regulation, 1889)
(Rule 29 of the Rules under the L.B. Town and Village Lands Act, 1898)

THIS LEASE made the [illegible] day of [illegible] one thousand nine hundred and [illegible] BETWEEN THE GOVERNMENT OF THE UNION OF BURMA (hereinafter called "the Lessor" which expression shall be taken to mean and include the said Government of the Union of Burma and his successors in office and assigns except when the context requires another and different meaning) of the one part: AND ______

[illegible] of [illegible] son of [illegible] (hereinafter called "the Lessee" which expression shall be taken to mean and include the said [illegible] his heirs executors administrators representatives and assigns except when the context requires another and different meaning) of the other part: WITNESSETH that in consideration of the rent hereinafter reserved and of the covenants by the Lessee hereinafter contained the Lessor DOTH hereby lease unto the Lessee all that piece of land described in the schedule hereto together with all rights casements and appurtenances to the same belonging save and except all mines and mineral products buried treasure coal petroleum oil and quarries whatsoever in under or within the said land with liberty for the Lessor and his lessees licensees agents and workmen and all other persons acting on his behalf to dig search for obtain and carry away the same on making reasonable compensation to the Lessee on account of any disturbance or damage that may be caused thereby to the surface of the said land and that such compensation shall in case of dispute be determined by the Deputy Commissioner of [illegible] as nearly as may be in accordance with the provisions of the Land Acquisitien Acts or Regulations for the time being in force TO HOLD the said land unto the Lessee for the term of thirty years from the date of this lease* with the option for the Lessee to renew this lease for † two successive terms of thirty years † as hereinafter provided* YIELDING and PAYING therefor the clear yearly rent of Kyat [illegible] payable in advance on the third day of January of each year and the Lessee doth hereby to the intent that the burden of the covenants may run with the said land and may bind the owners thereof for the time being covenant with the Lessor :

1. To pay the said rent on the days and in the manner hereinbefore appointed for payment thereof and also to pay all taxes rates and assessments that now are or may hereafter during the said term be imposed upon the said land or any buildings that may be erected thereon or upon the Lessee in respect thereof.

— The words "with the option .... hereinafter provided" should be omitted at the second renewal.

†—† The words "a further term of thirty years" should be substituted at the first renewal.

OFFICE OF THE DEPUTY COMMISSIONER



breach shall continue, and the said Deputy Commissioner may enforce the payment of such penalties in the same manner as arrears of revenue on land may be recovered.

8. That the said Deputy Commissioner and all persons acting under his orders shall be at liberty at all reasonable times in the day time during the said term to enter upon the said land or any buildings that may be erected thereon for any purpose connected with this lease.

9. At the expiration of the said term hereby granted quietly to surrender and deliver up possession of the said land but not the buildings or fixtures that may then be thereon to the Lessor provided that if the Lessor shall re-enter upon the said land and determine this lease under clause 10 hereof the Lessee shall thereupon quietly deliver up possession of the said land and buildings and fixtures that may then be thereon to the Lessor :

10. PROVIDED always that if the said rent or any part thereof shall be in arrear and unpaid for one calendar month after the same shall have become due whether the same shall have been demanded or not or if the Lessee shall not observe and perform the covenants hereinbefore contained the said Deputy Commissioner may immediately and notwithstanding the waiver of any previous breach or right of re-entry cancel this lease and take possession of the land and the buildings and fixtures that may then be thereon.

And the Lessor doth hereby covenant with the Lessee—

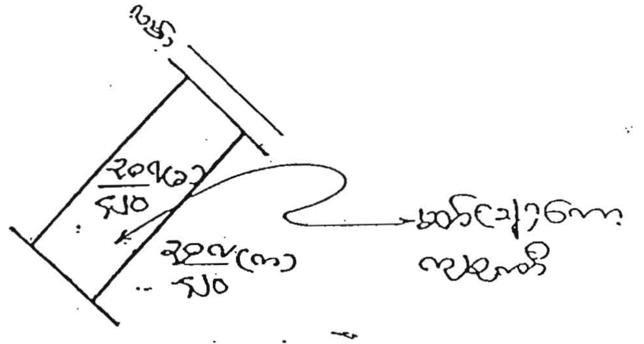
11. That the Lessee may at the expiration of the said term hereby granted if this lease shall not have been previously cancelled under clause 10 hereof and if the Lessee shall have paid the said rent and duly observed and performed the covenants by the Lessee herein contained up to the expiration of the said term take away and dispose of all buildings and fixtures that may then be erected and fixed to the said land provided that the Lessee makes good and repairs any damage that may be caused to the said land by such removal.

12. That if the Lessee shall be desirous of taking a renewed lease of the said piece of land for the further term of thirty years from the expiration of the said term hereby granted and of such desire shall prior to the expiration of such last-mentioned term give to the Lessor three calendar months previous notice in writing and shall pay the rent hereby reserved and observe and perform the several covenants and conditions herein contained and on the part of the Lessee to be observed and performed up to the expiration of the said term hereby granted the Lessor will upon the request and at the expense of the Lessee and upon his signing and delivering to the Lessor a counterpart thereof sign and deliver to the Lessee a renewed lease of the said piece of land for a further term of thirty years at a rent to be fixed by the Lessor and under and subject to similar covenants and provisions or such of them as shall be then subsisting or capable of taking effect provided that a lease for a third term of thirty years shall not contain this present covenant for renewal :

ပုံနှိပ်စာရင်းပုံစံ ၁၀၅

မှန်ကြောင်း $\frac{\text{သက်သေမခံ}}{\text{သက်သေခံ}}$ သောလက်ရှိ မြေပုံတွင် ယခုနှစ် အသုံးပြုသောဦးပိုင် မြေပုံလက်ခံရေးကူးရန်ပုံစံ

ခရိုင် - မြိတ်
မြို့နယ် - မြိတ်
ရပ်ကွက် / ကျေးရွာအုပ်စု အမှတ် -
ရပ်ကွက် / ကျေးရွာအုပ်စု အမည် မြိတ်အောက်
ကွင်း - အမှတ်/ အမည် ၄၃၆ - [illegible]
ဦးပိုင်အမှတ် ၁၀၅(၁)/၅၂၀



မြေပုံ: [illegible]

မြေရေးကူးပေးသည့်အကြောင်းအရာ [illegible]

ဦးပိုင်အမှတ်	အခွန်စည်းကြပ်ခံရသူ၊ ပိုင်ရှင်အမည်၊ဂရန်ရှင်/ အငှားဂရန်ရှင်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့်အတန်း	ဧရိယာ(ဧက)	မှတ်ချက်
၁၀၅(၁)/၅၂၀	မတင်(၁၂)ကော [illegible]	၂/ [illegible]	မြေဒါး	၂.၀၀	[illegible]

ရေးကူးပေးသည့်အကြောင်းအရာ [illegible]
(ဖေါ်ပြပါအကြောင်းအရာအတွက်သာအသုံးပြုခွင့်ရှိသည်။)
လျှောက်ထားသူအမည် - မတင်(၁၂)ကော [illegible]
လျှောက်လွှာတင်သည့်နေ့စွဲ - ၂၀.၂.၂၀၀၃
လျှောက်သူသို့ လက်ခံပေးအပ်သည့်နေ့စွဲ - ၂၀.၂.၂၀၀၃

(ဘောင် ထူး)
ဦးစီးအရာရှိ
မြိတ်မြို့နယ်မြေစာရင်းဦးစီးဌာန

ယခုအထက်တွင် ပြဆိုသော မြေပုံမှာ မှန်ကန်သေချာစွာရေးကူးသော ၂၀၀၂-၀၃ ခုနှစ်အတွက် နောက်ဆုံးထုတ်ထိုင်းအောင်မြင်းမြေပုံဖြစ်ကြောင်းသက်သေခံလက်မှတ်ရေးထိုးပါသည်။

အမှုတွဲထိန်း / မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ -

တိုက်ဆိုင်စစ်ဆေးပြီးမှန်ကန်ပါသည်။
လက်ထောက်ဦးစီးမှူးလက်မှတ်မြေတိုင်း(၄)၊မြေစာရင်း
ဆုပ်စုအမှတ်(၁၀)၊ကလင်-မြိတ်တောခ်
မြို့နယ်မြေစာရင်းဦးစီးဌာန

ထောက်ထောက်ဦးစီးမှူး(စစ်ဆေးရေး)
မြို့နယ်မြေစာရင်းဦးစီးဌာန
မြိတ်မြို့နယ်။

မြို့နယ် မြေစာရင်း ဦးစီး ဌာန မြိတ်မြို့နယ်၊ မြိတ်
ရုံးတံဆိပ်
စာအမှတ်..........
နေ့စွဲ..........

Mascot Industries Co., Ltd

Factory Front View



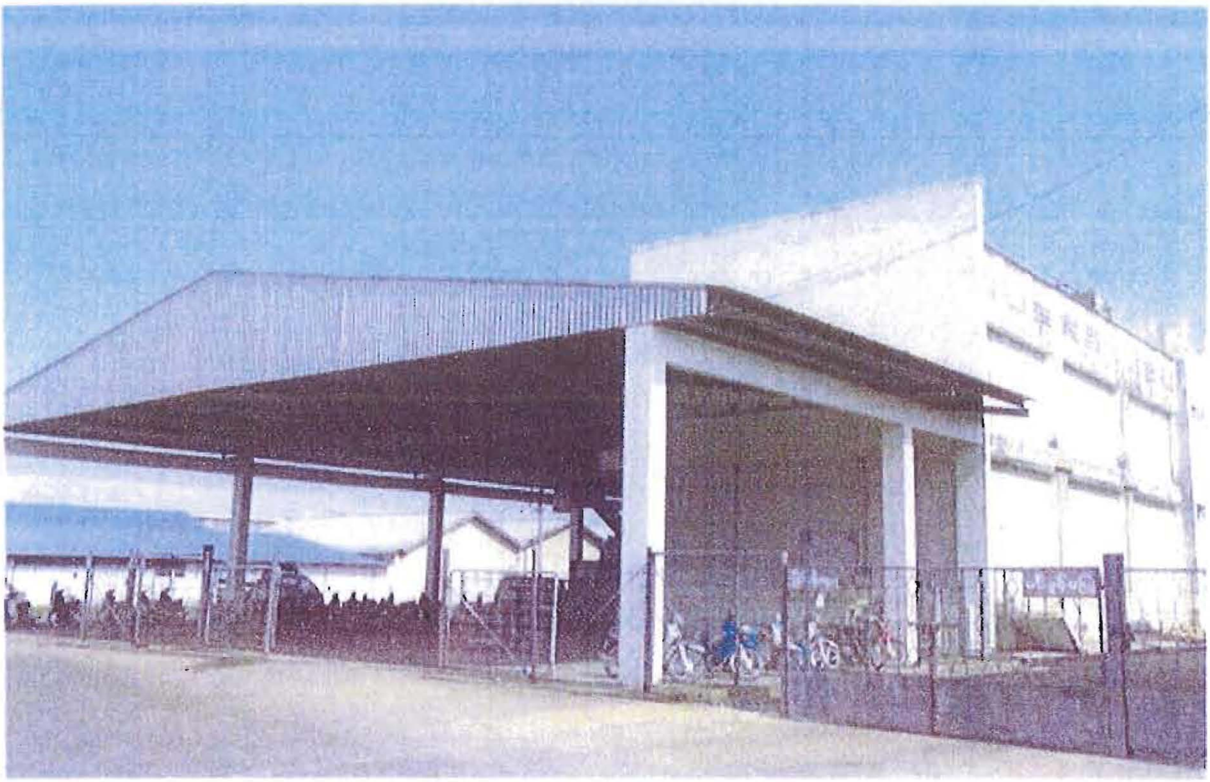
Mascot Industries Co., Ltd

Factory Side View

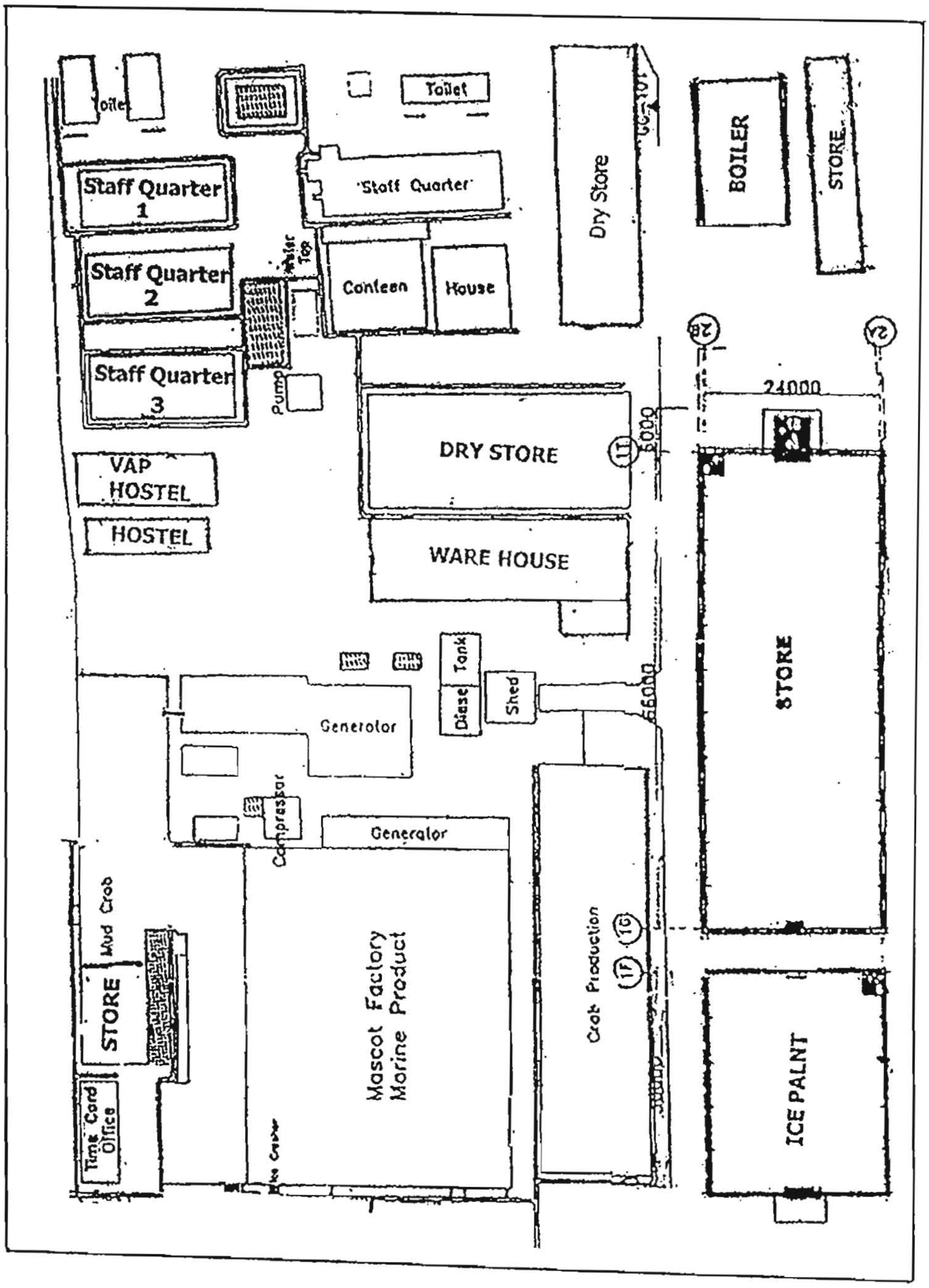


Mascot Industries Co., Ltd

Ice Factory



Texchem Food (Myanmar) Limited
Factory Layout



Texchem Food (Myanmar) Limited
No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon Region , Myanmar.
Tel No. : +95-1-519 301 / 519 305 Fax No. : +95-1-510 192

PROCESS FLOW CHART FOR VAP SOFT SHELL CRAB			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORDS**
1	Raw Material Live Soft Shell Crab Receiving	**CCP - 1**	Supplier Guarantee Certificate
2	Raw Material Quality Checking		QC Checking Record
3	Raw Material Sizing and Quality Selection		
4	Selected Raw Material Washed With 50 ppm Chlorine Water & Ozone Water 620 mv for 45 Mins	CL2 = 50 ppm, Ozone 620 mv 45 mins	CL2 & Ozone Records
5	Knocking With Chilled Water for 10 mins < 5'C	Chilled H2O 10 min Temp < 5'C	H2O Temperature Records
6	Whole Cleaning Process	Quickly	
7	Sizing	Quickly	
8	IWP (Individually Wrap in Poly Bag)	Quickly	
9	Layering Arrangement in Freezing Tray	Quickly	
10	Freezing in Semi Contact Freezer for 3~4 Hours at -40 C	**CCP-2**	Freezer Temp. Records
11	Size Checking	Quickly	
12	Net Weighing	Electronic scale	Weighing Scale Check Records
13	Packing Into Inner Carton	Quickly	Packing Records
14	Metal Detection By Metal Detector	**CCP - 3**	Metal Check Records
15	Packing Into Labeled Master carton	Quickly	Packing Records
16	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp Records
17	Shipment to Destination in Refrigerated Containers		Container Temp Records

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PROCESS FLOW CHART FOR SMALL CUT SOFT SHELL CRAB

Steps	PROCESS DESCRIPTION	CONTROL POINT	RECORD
1	Raw Material of Live Soft Shell Crab Receiving	**CCP - 1**	Supplier Guarantee
2	Raw Material Quality Checking		QC Check Records
3	Raw Material Sizing and Quality Selection		
4	Selected Raw Material Washed With 50 ppm Chlorine Water & Ozone Water 620 mv for 45 Mins	CL2 = 50 ppm, Ozone 620 mv 45mins	CL2 & Ozone Records
5	Knocking With Chilled Water for 10 mins < 5'C	Chilled H2O 10 min Temp < 5'C	H2O Temperature Records
6	Whole Cleaning Process	Quickly	
7	Sizing	Quickly	
8	Cutting Into Small Pieces	Quickly	
9	Weight Checking of the Small Pieces	Electronic Scale	Weighing Scale Check Records
10	Layering Arrangement in Freezing Tray	Quickly	
11	Freezing in Semi Contact Freezer for 3~4 Hours at -40 C	**CCP-2**	Freezer Temp. Records
12	Pieces Counting / Bag	Quickly	
13	Net Weighing	Electronic scale	Weighing Scale Check Records
14	Packing Into Laminated Bag	Quickly	
15	Vacuum Sealing	Quickly	
16	Metal Detection By Metal Detector	**CCP - 3**	Metal Check Records
17	Packing Into Labeled Master Carton	Quickly	Packing Records
18	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp. Records
19	Shipment to Destination in Refrigerated Containers		Container Temp. Records

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PROCESS FLOW CHART FOR BREADED SOFT SHELL CRAB			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORD**
1	Raw Material of Live Soft Shell Crab Receiving	**CCP - 1**	Supplier Guarantee
2	Raw Material Quality Checking		QC Check Records
3	Raw Material Sizing and Quality Selection		
4	Selected Raw Material Washed With 50 ppm Chlorine Water & Ozone Water 620 mv for 45 Mins	CL2 = 50 ppm, Ozone 620 mv 45 mins	CL2 & Ozone Records
5	Knocking With Chilled Water for 10 mins at < 5'C	Chilled H2O 10 min Temp < 5'C	H2O Temperature Records
6	Whole Cleaning Process	Quickly	
7	Sizing	Quickly	
8	Breading Process	Quickly	
9	IWP (Individually Wrap in Poly Bag)	Quickly	
10	Layering Arrangement in Freezing Tray	Quickly	
11	Freezing in Semi Contact Freezer for 3~4 Hours at -40 C	**CCP-2**	Freezer Temp.Record
12	Size Checking	Quickly	
13	Net Weighing	Electronic Scale	Weighing Scale Check Records
14	Packing Into Inner Carton	Quickly	Packing Records
15	Metal Detection By Metal Detector	**CCP - 3**	Metal Check Records
16	Packing into Labeled Master Carton	Quickly	Packing Records
17	Cold storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp Records
18	Shipment to Destination in Refrigerated Containers		Container Temp Records

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PROCESS FLOW CHART FOR SASHIMI SQUID SLICE			
Steps	**PROCESS DESCRIPTION**	**CONTROL**	**RECORD**
1	Raw Squids Receiving / If Frozen Defrosting with Water	**CCP-1**	Supplier Guarantee
2	Raw Material Quality, Color Checking & Size Selection	Quickly	QC Check Records
3	Selected Raw Material Washed with 75 ppm Chlorine water, <15'C (2 min), Followed by Chilled Salt Water 2% Solution < 5'C (30sec)	CL2 = 75 ppm < 15'C 2 min. Followed By Chilled NaCl = 2% < 5'C 30 sec	CL2, Chilled NaCl & Temp. Records
4	Selected Raw Material Weighment	Electronic Scale	Weighing Scale Check Records
5	Cutting, Cleaning, Peeling, Trimming and Washing With Salt Water 1% Solution, Piece by Piece	NaCl = 1%	NaCl Records
6	Fillet Weighment	Electronic Scale	Weighing Scale Check Records
7	Washing With 75ppm Chlorine Water < 15'C for 1 min, Followed By Chilled Water <10'C for 30 sec	CL2 = 75 ppm < 15'C 1 min, Followed By Chilled H2O < 10'C 30 sec	CL2 & Chilled H2O Temp. Records
8	Foreign Materials Checking	Visual Checking	QC Check Records
9	Stirring With Salt Water 1% Solution for 10 min	NaCl = 1% 10 min	NaCl Records
10	Fillet Sizing	Quickly	
11	Fillet Cutting (Half Cut/Triple cut)	Quickly	
12	Weighing	Electronic Scale	Weighing Scale Check Records
13	Washing with 75PPM Chlorine Water < 15'C for 1 min, Followed By Chilled Water < 10'C for 30sec	CL2 = 75 PPM < 15'C 1 min, Followed By Chilled H2O < 10'C 30 sec	CL2 & Chilled H2O Temp. Records
14	Send to Clean Room at Iced Condition 5'C	5'C	Temp. Records
15	Color & Foreign Material Check Piece by Piece	Quickly	QC Check Records
16	Washing With 75 ppm Chlorine Water < 15'C for 2 min, Followed by Chilled Salt Water 1.5% Solution < 10'C for 5 min	CL2 = 75 ppm < 15'C 2 min, Followed By Chilled NaCl = 1.5% < 10'C 5 min	CL2, Chilled NaCl & Temp. Records
17	Washing with Chilled Water < 10'C for 30 sec	Chilled H2O < 10'C 30 sec	Chilled H2O Records
18	Drying, Slitting, Sizing & Sorting	Quickly	
19	Tray Weight Checking	Quickly	
20	Tray Arrangement	Quickly	
21	Foreign Material Checking	Visual Checking	QC Check Records
22	Vacuum Sealing	Quickly	
23	Freezing in Semi Contact Freezer for 3-4 Hours at -40'C	**CCP-2**	Freezer Temp.Records
24	Metal Detection by Metal Detector	**CCP-3**	Metal Check Records
25	Packing Into Inner Bag	Quickly	Packing Records
26	Packing in Master Carton Box	Quickly	Packing Records
27	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp. Records
28	Shipment to Destination in Refrigerated Containers		Container Temp Records

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PROCESS FLOW CHART FOR SASHIMI GESO-TSUKI			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORD**
1	Raw Squids Receiving / If Frozen Defrosting with Water	**CCP-1**	Supplier Guarantee
2	Quality, Color Checking & Size Selection	Quickly	QC Check Records
3	Selected Raw Material Washed With 75 ppm Chlorine water < 15'C for 2 min, Followed by Chilled Salt Water 2% Solution < 5'C for 30 sec	CL2 = 75 ppm < 15'C 2 min & Chilled NaCl = 2% < 5'C 30 sec	CL2, Chilled NaCl & Temp. Records
4	Selected Raw Material Weighing	Electronic Scale	Weighing Scale Check Records
5	Cutting,Cleaning and Peeling (Soft Bone To Be Removed), Washing With Salt Water 1% Solution Piece By Piece	NaCl = 1%	NaCl Records
6	Weighment	Electronic Scale	Weighing Scale Check Records
7	Washing with 75 ppm Chlorine water < 15'C for 1 min, Followed By Chilled Water < 10'C for 30 sec	CL2 = 75 ppm < 15'C 1 min & Chilled H2O < 10'C 30 sec	CL2 & Chilled H2O Temp. Records
8	Foreign Materials Checking	Quickly	QC Check Records
9	Stiring With Salt Water 1.5% Solution for 15 min	NaCl = 1.5% 15 min	NaCl Records
10	Weighing	Electronic Scale	Weighing Scale Check Records
11	Washing With 75 ppm Chlorine Water < 15'C for 1 min, Followed By Chilled Water < 5'C for 30 sec	CL2 = 75 ppm < 15'C 1 min & Chilled H2O < 5'C 30 sec	CL2 & Chilled H2O Temp. Records
12	Send to Clean Room at Iced Condition 5'C	5'C	
13	Color & Foreign Material Check Piece By Piece	Quickly	QC Check Records
14	Washing With 100 ppm Chroline Water < 15'C for 2 min, Followed By Chilled Salt Water 1.5% Solution < 10'C for 5 min	CL2 = 100 ppm < 15'C 2 min, Follow By Chilled NaCl = 1.5% < 10'C 5 min	CL2, Chilled NaCl & Temp. Records
15	Washing With Chilled Ozone Water <10'C for 30 sec	Chilled Ozone <10'C 30sec	Chilled Ozone Temp. Records
16	Drying, Slitting, Sizing & Sizing	Quickly	
17	Tray Weight Checking	Quickly	
18	Tray Arrangement	Quickly	
19	Foreign Matter Checking	Visual Checking	QC Check Records
20	Vacuum Sealing	Quickly	
21	Freezing in Semi Contact Freezer for 3~4 Hours at -40'C	**CCP-2**	Freezer Temp. Records
22	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
23	Packing in Inner Bag	Quickly	Packing Records
24	Inner Bag Weight Checking	Electronic Scale	Weighing Scale Check Records
25	Packing in Master Carton Box	Quickly	Packing Records
26	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp Records
27	Shipment to Destination in Refrigerated Containers		Container Temp Records

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PROCESS FLOW CHART FOR SASHIMI GESO

Steps	PROCESS DESCRIPTION	CONTROL POINT	RECORD
1	Raw Squids Receiving / If Frozen Defrosting with Water	**CCP-1**	Supplier Guarantee
2	Raw Material Quality, Color Checking & Size Selection	Quickly	QC Check Records
3	Selected Raw Material Washed with 75 PPM Chlorine Water <15'C for 2 min, Followed by Chilled Salt Water 2% < 5'C for 30 sec	CL2 = 75 PPM < 15'C 2 min, Followed by Chilled NaCl = 2% < 5'C 30 sec	CL2, Chilled NaCl & Temp. Records
4	Selected Raw Material Weighment	Electronic Scale	Weighing Scale Check Records
5	Removing Geso (Head)	Quickly	
6	Cutting, Opening, Cleaning & Washing With Salt Water 1% Solution Piece By Piece	NaCl = 1%	NaCl Records
7	Weighing	Electronic Scale	Weighing Scale Check Records
8	Washing With 75 ppm Chlorine water < 15'C for 2 min, Followed By Chilled Water < 10'C for 30 sec	CL2 = 75 ppm, < 15'C 2 min, Followed by Chilled H2O < 10'C 30 sec	CL2 & Chilled H20 Temp. Records
9	Treatment with Salt Water 1% Solution (5 min)	NaCl = 1% 5 min	NaCl Records
10	Foreign Matter Checking & Sizing	Quickly	QC Check Records
11	Washing with 75 ppm Chlorine water < 15'C for 1 min, Followed By Chilled Water < 10'C for 30 sec	CL2 = 75 ppm < 15'C 1 min, Followed By Chilled H2O < 10'C 30 sec	CL2 & Chilled H2O Temp. Records
12	Send to Clean Room in Iced Conditioned 5'C	5'C	
13	Color & Foreign Materials Check Piece By Piece	Quickly	QC Check Records
14	Washing With 100 ppm Chlorine Water < 15'C for 2 min, Followed By Chilled Salt Water 1.5% Solution < 10'C for 5 min	CL2 = 100 ppm < 15'C 2 min, Followed by Chilled NaCl = 1.5% < 10'C 5 min	CL2, Chilled NaCl & Temp. Records
15	Washing With Chilled Ozone Water < 10'C for 30 sec	Chilled Ozone < 10'C 30 sec	Chilled Ozone Temp. Records
16	Drying and Sizing	Quickly	
17	Tray Weight Checking	Quickly	
18	Tray Arrangement	Quickly	
19	Foreign Materials Checking	Visual Checking	QC Check Records
20	Vacuum Sealing	Quickly	
21	Freezing in Semi Contact Freezer for 3~4 Hours -40'C	**CCP-2**	Freezer Temp. Records
22	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
23	Packing in Inner Bag	Quickly	Packing Records
24	Inner Bag Weight Checking	Electronic Scale	Weighing Scale Check Records
25	Packing in Master Carton Box	Quickly	Packing Records
26	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp. Records
27	Shipment to Destination in Refrigerated Containers		Container Temp. Records

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PROCESS FLOW CHART FOR SUSHI-EBI			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORDS**
1	Raw Materials of Prawns Head-On-Shell-On (HOSO) Receiving / If Frozen Defrosting With Fresh Water 60min	**CCP - 1**	Supplier Guarantee
2	Raw Materials Quality Checking & Size Selection	Quickly	QC Checking Records
3	Selected Raw Materials Washed With 75 ppm Chlorine Water at 10'C-15'C for 2 min	CL2 = 75 ppm 10'C - 15'C 2 min	CL2 & Temperature Records
4	Washing with Salt Water 2% Solution < 10'C for 30 sec	NaCl = 2.00% < 10'C 30 sec	NaCl & Temperature Records
5	Stabbing with Stick to the Prawn Body	Straight Up To Top	
6	Before Boling Put Into Salt Water 1% Solution < 3'C for 5 min	NaCl = 1% < 3'C 5 min	NaCl & Temperature Records
7	Boiling with Salt Water 3% Solution at 95'C-100'C for 10 sec	NaCl = 3% < 95'C-100'C 10 sec	NaCl & Temperature Records
8	Cooling with Salt Water 3% solution at < 5'C for 10-20min	NaCl = 3% < 5'C for 10-20 min	NaCl & Temperature Records
9	Taking Out The Stick From The Prawn Body	Quickly	
10	De-heading	Quickly	
11	Taking Out Talson	Quickly	
12	Peeling	Quickly	
13	Belly Cutting In ButterFly Shape	Quickly	
14	Cleaning Inside The Abdomen	Quickly	
15	Sizing By Ruler of the Prawn Length	Quickly	
16	Foreign Materials Removal and Quality Checking	Quickly	
17	Soaking with 100 ppm Chlorine Water at < 5'C for 30 sec	CL2 = 100 ppm <5'C 30 sec	CL2 & Temperature Records
18	Soaking with Chilled Water at < '5C for 30 sec	H2O < 5'C 30 sec	Chilled H2O Temperature Records
19	Soaking with Salt Water 2% Solution at <5'C for 2 Min	NaCl = 2% at Temp < 5'C for 2 min	NaCl & Temperature Records
20	Draining 30 sec	30 Sec	
21	Net Weighing	Electronic Scale	Weighing Scale Check Records
22	Setting on the tray	Quickly	
23	Vaccum Sealing	Quickly	
24	Freezing In Semi Contact Freezer for 3 ~ 4 Hours -40'C	**CCP-2**	Freezer Temp. Records
25	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
26	Packing Into Master Carton	Quickly	Packing Records
27	Cold Storage at -18 ~ -22'C	Temp < -18'C	Cold Store Temp. Records
28	Shipment To Destination at Refrigerated Containers		Containers Temp. Records

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PROCESS FLOW CHART FOR NOBASHI-EBI			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORD**
1	Raw Material of Head-On-Shell-On (HOSO) Prawn Receiving / If Frozen Defrosting With Fresh Water	**CCP - 1**	Supplier Guarantee
2	Raw Material Quality Checking & Size Selection	Quickly	QC Check Records
3	Selected Raw Material Washed With 50 ppm Chlorine Water for 2 min, Followed by Chilled Water < 10'C for 30 sec	CL2 = 50 ppm 2 min, Chilled H2O < 10'C 30sec	CL2 & Chilled H2O Temp. Records
4	De-heading Into Head-Less-Shell-On (HLSO)	Quickly	
5	Washing HLSO With 50 ppm for 2 min, Followed by Chilled Water < 10'C for 30 sec	CL2 = 50 ppm 2 min, Chilled H2O < 10'C 30sec	CL2 & Chilled H2O Temp. Records
6	HLSO Sizing	Quickly	
7	Peeled Into Tail-On and Devein into Peel-Devein-Tail-On (PDTO)	Quickly	
8	Washing With 50 PPM (2 min) Chroline Water Followed By Chilled Water < 10'C (30 sec)	CL2 = 50 PPM 2 min, Chilled H2O < 10'C 30sec	CL2 & Chilled H2O Temp. Records
9	Belly Cutting	Quickly	
10	Stretching By Mould	Quickly	
11	Net Weighing	Electronic Scale	Weighing Scale Check Records
12	Pieces Counting	Quickly	
13	Arrangement Inside Foam Tray	Quickly	
14	Laminated Bag Vaccum Sealing	Quickly	
15	Freezing in Semi Contact Freezer 3 ~ 4 Hours at -40'C	**CCP-2**	Freezer Temp. Records
16	Packing Into Inner Carton	Quickly	
17	Metal Detection By Metal Detector	**CCP - 3**	Metal Check Records
18	Packing Into Labeled Master Carton	Quickly	Packing Record
19	Cold Storing at -18'C ~ -22'C	Temp < 18'C	Cold Store Temp. Records
20	Shipment to Destination in Refrigerated Containers		Container Temp. Records

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PROCESS FLOW CHART FOR BREADED SHRIMP

Steps	PROCESS DESCRIPTION	CONTROL POINT	RECORD
1	Raw Material of Prawns Head-On-Shell-On Receiving / If Frozen Defrosting With Fresh Water for 60 min	**CCP-1**	Supplier Guarantee
2	Raw Materials Quality Checking & Sizing Selection	Quickly	QC Checking Records
3	Selected Raw Materials Washed With 100 ppm Chlorine Water for 2 Min, Followed by Chilled Water < 10'C for 30Sec	CL2 = 100 ppm Chilled H2O < 10'C	CL2 & H2O Temp. Records
4	De-heading Into Head Less Shell On (HLSO)	Quickly	
5	Washing With 75 ppm Chlorine Water for 2 Min, Followed By Chilled Water < 10'C for 30 sec	CL2 = 75 ppm Chilled H2O < 10'C	CL2 & H2O Temp. Records
6	Sizing	Quickly	
7	Peeled & Deveined All the Body Including Tail and Pull Vein	Quickly	
8	Washing With 50 ppm Chlorine Water for 2 Min, Followed By Chilled Water < 10'C for 30 Sec	CL2 = 50 PPM Chilled H2O < 10'C	CL2 & H2O Temp. Records
9	Soaking With Salt Water 2% Solution for 30 Min	NaCl = 2% 30 min	NaCl Records
10	Predusting	Quickly	
11	Battering	Quickly	
12	Breading	Quickly	
13	Net Weighing	Electronic Scale	Weighing Scale Check Records
14	Arrangement On The Tray	Quickly	
15	Freezing in Semi Contact Freezer for 3~4 Hours < -18'C	**CCP-2**	Freezer Temp. Rocords
16	Vaccum Sealing	Quickly	
17	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
18	Packing	Quickly	Packing Records
19	Cold storing at -18 ~ -22'C	Temp < -18'C	Cold Store Temp. Records
20	Shipment To Destination in Refrigerated Containers		Containers Temp. Records

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PROCESS FLOW CHART FOR SALMON VAP (SUSHI SLICE)

Steps	PROCESS DESCRIPTION	CONTROL POINT	RECORDS
1	Frozen Salmon Raw in Whole Round Receiving	**CCP-1**	Supplier Guarantee
2	Defrosting With Fresh Water for 60 min	H2O 60 min	
3	Quality Checking & Weighing For Belly Flaps	Electronic Scale	Belly Flaps Weighing Scale Check Records
4	Removing Scale & Cutting Fin Bone	Quickly	
5	Washing Raw With Chilled Water <15'C for 30 sec	Chilled H2O 30 sec	Chilled H2O Temperature Records
6	Draining Out Water 5 min	Draining 5 min	
7	Sterilising The Raw Materials with Treatment in 100 ppm Chlorine Water Adjusted pH to 4.0 With Citric Acid, Change Treatment Water For Every 5 kg of Raw	CL2 = 100 ppm, Adjustment of pH To 4.0 With Citric Acid, Change Treatment Water For Every 5kg of Raw	CL2 & Citric Acid Records
8	Washing Raw With Chilled Water <15'C for 30 sec	Chilled H2O 30 sec	Chilled H2O Temperature Records
9	Draining Out Water 5 min	Draining 5 min	
10	Washing With Salt Water 5% Solution for <15'C 5 Min	NaCl = 5% For 5 min	NaCl & Temperature Records
11	Draining Out Salt Water 5 min	Draining 5 min	
12	Quick Freezing Before Slicing By Air Blast Freezer at -40'C for 60 min	Freezing 60 min at Temp -40'C	Air Blast Freezer Temp. Records
13	Slicing	8~10 g , 3.0~3.5 x 7.5~8.5 cm / piece	
14	Arrangement	180 g~ 185 G , 7.5~8.5 cm / piece	
15	Checking Weight, Number and Foreign Materials	Electronic Scale	Weighing Scale Check Records
16	Putting Tray Into a PA Bag	Quickly	
17	Vaccum Sealing	Quickly	
18	Freezing Slices With Skin Side down To Arrange It On By Air Blast Freezer for 3 ~ 4 Hours at -40'C	**CCP-2**	Air Blast Freezer Temp. Records
19	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
20	Checking & Casing	30trays /CTNx2/Bundle	
21	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp. Records
22	Shipment To Destination In Refrigerated Containers		Container Temp. Records

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PROCESS FLOW CHART FOR SALMON YAKI (SALMON YAKI-HARASU SLICE)			
Steps	**PROCESS DESCRIPTION**	**CONTROL POINT**	**RECORDS**
1	Frozen Salmon Raw in Whole Round Receiving	**CCP1**	Supplier Guarantee
2	Defrosting Raw With Fresh Water for 60 min	H2O 60 min	
3	Quality Checking & Weighing	Electronic Scale	Belly Flaps Weighing Scale Check Records
4	Removing Scale & Cutting Fin Bone	Quickly	
5	Washing Raw With Chilled Water < 15'C for 30 sec	H2O < 15'C 30 sec	Chilled H2O Temp. Records
6	Draining Out Fresh Water 5 min	Draining 5 min	
7	Sterilising The Raw Materials With Treatment in 100 ppm Chlorine Water Adjusted pH to 4.0 With Citric Acid, Change Treatment Water For Every 5 kg of Raw.	CL2 = 100 ppm, Adjustment of pH To 4.0 With Citric Acid, Change Treatment Water For Every 5kg of Raw	CL2 & Citric Acid Records
8	Washing Raw With Chilled Water <15'C 30 sec	H2O 30 sec	Chilled H2O & Temp. Records
9	Draining Out Fresh Water 5 min	Draining 5 min	
10	Washing With Salt Water 5% Solution for 5 Min at <15'C	NaCl = 5% 5 min <15'C	NaCl & Temp. Records
11	Draining Out Nacl Water 5 min	5 min	
12	Quick Freezing Before Slicing By Air Blast Freezer at -40'C for 60 min	Freezing 60 min -40'C	Air Blast Freezer Temp. Records
13	Arranging Belly Flaps On Grill Net With Skin Side Up	Quickly	
14	Grilling at The Skin Only at 80'C for 5 sec	80'C at 5 sec	
15	Quick Freezing After Grilling Before Slicing By Air Blast Freezer at -40'C for 60 min	Freezing 60 min -40'C	Air Blast Freezer Records
16	Slicing	8~10 g , 3.0 ~ 3.5 x 7.5 ~ 8.5 cm/piece	
17	Arrangement	180 ~ 185 g , 20 pcs / tray	
18	Checking Weight, Number and Foreign Materials	Electronic Scale	Weighing Scale Check Records
19	Putting Into PA Bag	Quickly	
20	Vaccum Sealing	Quickly	
21	Freezing By Air Blast Freezer 3~4 hours at -40'C	**CCP-2**	Air Blast Freezer Records
22	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
23	Checking & Casing	30 trays / CTN x 2 /Bundle	
24	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp Records
25	Shipment To Destination In Refrigerated Containers		Container Temp Records

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PROCESS FLOW CHART FOR HORSE MACKEREL (HIRAKI-CUT)

Steps	PROCESS DESCRIPTION	CONTROL POINT	RECORDS
1	Frozen Horse Mackerel Raw In Whole Round Receiving	**CCP-1**	Supplier Guarantee
2	Defrosting With Fresh Water for 60 mins	H_2O 60 min	
3	Quality & Weighing Checking	Electronic Scale	Pre-Process Weighing Records
4	Selected Raw Washed With 100 ppm Chlorine Water < 15'C	CL_2 = 100 ppm < 15'C	CL_2 & Temperature Records
5	Washing With Fresh Chilled Water < 15'C	H20 < 15'C	H_2O Temperature Records
6	De-scaling	Quickly	
7	Be-heading	Quickly	
8	Hiraki Cut	Quickly	
9	Fillet Washed With Pure Chilled Water < 15'C	H20 < 15'C	H_2O Temperature Records
10	Foreign Material Checking	Visual Checking	QC Check Records
11	Fillet Sizing	Quickly	
12	Washing in 50 ppm Chlorine Water	CL_2 = 50 ppm < 15'C	CL_2 & Temperature Records
13	Washing With Fresh Chilled water <15'C	Temp < 15'C	Temperature Records
14	Draining Out Water 10 min	10 min	
15	Net Weighing	Electronic Scale	Weighing Scale Check Records
16	Layering Arrangement Inside Freezing Tray	Quickly	
17	Freezing In Air Blast Freezer for 4~6 Hours -40'C	**CCP-2**	Freezer Temp. Records
18	Metal Detection By Metal Detector	**CCP-3**	Metal Check Records
19	Packing Into Labeled Master Carton	Quickly	Packing Records
20	Cold Storing at -18'C ~ -22'C	Temp < -18'C	Cold Store Temp. Records
21	Shipment to Destination In Refrigerated Containers		Container Temp. Records

VALUE - ADDED - PRODUCTS (VAP) TO BE PRODUCED

Raw Soft Shell Crab



VAP Soft Shell Crab



Small Cut Soft Shell Crab



Breaded Soft Shell Crab



VAP, Small Cut & Breaded Soft Shell Crab Master Carton



VALUE - ADDED - PRODUCTS (VAP) TO BE PRODUCED

Raw Horse Mackerel



Horse Mackerel Hiraki Cut

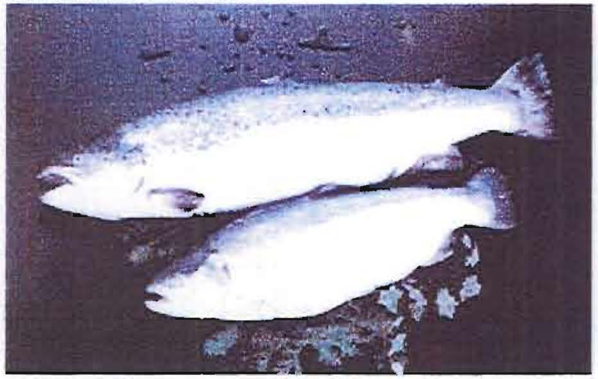


Horse Mackerel Hiraki Cut Packing



VALUE - ADDED - PRODUCTS (VAP) TO BE PRODUCED

Salmon Raw Whole Round



Salmon VAP



Salmon Yaki-Harasu Slice



Salmon VAP Slice & Yaki-Hirasu Slice Packing



VALUE - ADDED - PRODUCTS (VAP) TO BE PRODUCED

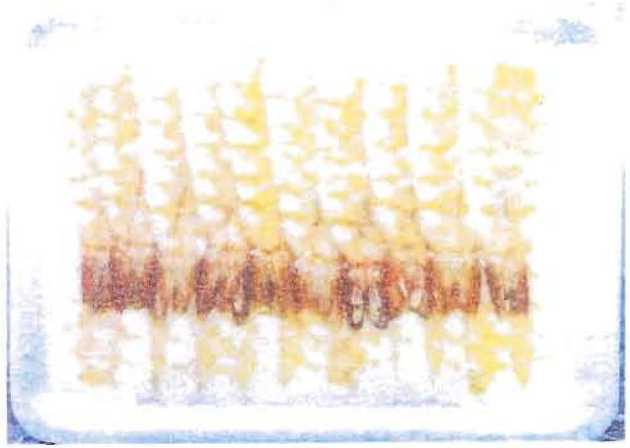
Raw Prawn



Sushi-Ebi



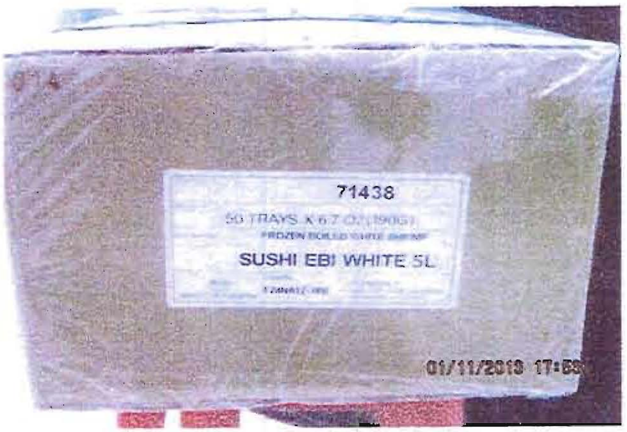
Nobashi-Ebi



Breaded Shrimp

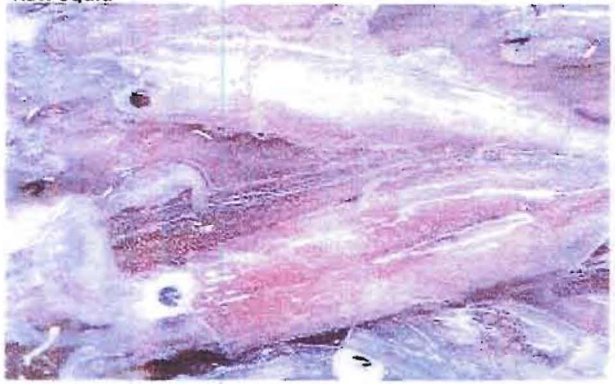


Sushi-Ebi, Nobashi-Ebi and Breaded Shrimp Master Carton



VALUE - ADDED - PRODUCTS (VAP) TO BE PRODUCED

Raw Squid



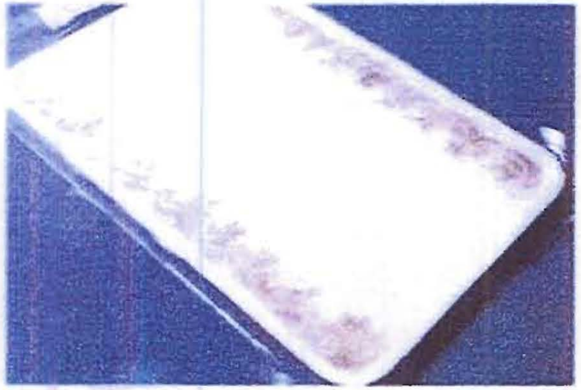
Sashimi Squid Slice



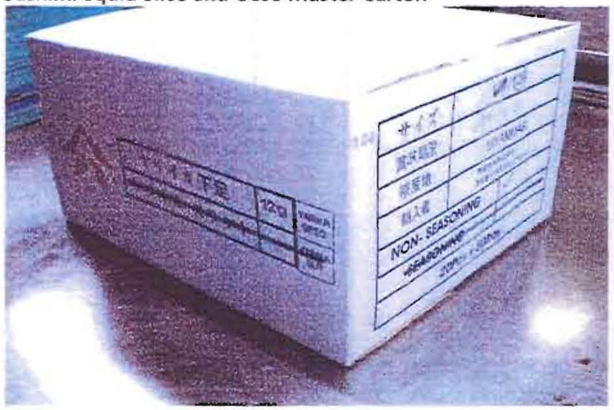
Sashimi Geso



Sashimi Geso-Tsuki



Sashimi Squid Slice and Geso Master Carton



Sashimi Geso-Tsuki Master Carton



TEXCHEM

AGREEMENT OF CONTRACT PROCESSING

Contract No : TFSB-MST/01/2013
Date : 1st December 2013

This agreement is made on 1st December 2013 between Texchem Food Sdn, Bhd., having its registered address at Level 18, Menara Boustead Penang, 39, Jalan Sultan Ahamd Shah, 10050 Penang, Malaysia (hereinafter referred to as "The Supplier") and Texchem Food (Myanmar) Limited, having its registered at No. 4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon, Myanmar (hereinafter referred to as "The Producer"). The Supplier agreed to supply raw materials and The Producer agreed to make the following products.

1. Commodity (Raw Material)	: Frozen Horse Mackerel
2. Final Product	: Frozen Horse Mackerel Hiraki Cut
3. Quantity of Raw	: 534MTs Raw.
2. Quantity of Final Product	: 240MTs Final Product.
3. Contracted Processing Fee	: USD750.00/MT
4. Country of Origin	: Japan & Taiwan
5. Port of Loading	: Tokyo, Yokohama, Keelung & Kaoshiung
6. Destination	: Myeik, Myanmar
7. Re-Export to	: Japan, Taiwan & China.
8. Mode of Transport	: By Sea
9. Shipment	: 12 months w.e.f. 01/01/2014, before 31/12/2014
10. Payment Terms	: Telegraphic Transfer (T/T)
11. Bank Name	: Ayeyarwady Bank
12. Bank Account No.	: AC No. : xxx.

The Supplier will supply raw material for the above order to make as "Spanish Mackerel Hiraki Open Cut" within the agreed date. The Producer will process, re-pack and re-export the final products to oversea. The Supplier will remit the contract processing charges to The Producer by T/T transfer to The Producer's designated bank.

This contract is subject to the receipt for Import / Export license from the Directorate of Ministry of Commerce.

This contract shall be governed and conducted in accordance with The Law of The Republic of The Union of Myanmar.

Authorized Signature
GOH CHIN MING
TEXCHEM FOOD SDN. BHD.

Authorized Signature
U MAUNG SITT
TEXCHEM FOOD (MYANMAR) LIMITED.

TEXCHEM FOOD SDN. BHD. (564990-P)
Level 18, Menara Boustead Penang, 39 Jalan Sultan Ahmad Shah, 10050 Penang, Malaysia.
Tel: +604 229 6000 Fax: +604 229 1424
Website: www.texchemgroup.com

PUBLIC BANK
大众银行

PULAU PINANG BRANCH
87 LEBUH BISHOP
10200 PULAU PINANG
TEL: 04-2610060

Layak untuk dilindungi oleh PIDM.
Eligible for protection by PIDM.

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
01 NOV 2013

300913PBBG03-447 1/2
006
TEXCHEM FOOD SDN BHD
LEVEL 18 MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 GEORGETOWN PULAU PINANG

PENYATA AKAUN / *STATEMENT OF ACCOUNT*

Nombor Akaun / *Account Number*	3590021713
Jenis Akaun / *Account Type*	USD Current Account
Tarikh Penyata / *Statement Date*	30 Sep 2013

TEGASAN / *HIGHLIGHTS*

- Nikmati Kadar Pertukaran Asing yang istimewa untuk pindahan dana bagi tujuan pendidikan di luar negeri. Terdapat dalam 4 jenis mata wang: Dolar Australia, Dolar AS, Pound Sterling dan Dolar NZ. Cepat! Promosi sah sehingga 31/12/2013. Tertakluk kepada terma & syarat. Untuk maklumat lanjut, sila hubungi talian bebas kami 1-800-22-9999 atau layari www.pbebank.com.

  Enjoy Preferential Foreign Exchange Rates for Overseas Education Remittance. Available in 4 currencies : Australian Dollar, US Dollar, Great Britain Pound and New Zealand Dollar. Hurry! Promotion valid until 31/12/2013. Terms and Conditions apply. For more information, call our free-phone at 1-800-22-9999 or visit our website at www.pbebank.com.

RINGKASAN / *SUMMARY*

Baki Penutup / *Closing Balance*	112,366.33
Jumlah Debit / *Total Debits*	388,241.36
Bil. Debit / *No. of Debits*	6
Jumlah Kredit / *Total Credits*	415,003.81
Bil. Kredit / *No. of Credits*	5

TARIKH *DATE*	URUS NIAGA *TRANSACTION*	DEBIT *DEBIT*	KREDIT *CREDIT*	BAKI *BALANCE*
31/08	Balance From Last Statement			85,603.88
05/09	RMT Dr TPPG0509137007	15,973.36		69,630.52
09/09	RMT Dr TPPG0909137026	380.00		69,250.52
11/09	RMT Cr		150,000.00	219,250.52
12/09	RMT Dr TPPG1209137021	111,888.00		107,362.52
13/09	RMT Dr TPPG1309137002	40,000.00		67,362.52
17/09	RMT Cr		50,000.00	117,362.52
18/09	RMT Dr Cor		110,000.00	227,362.52
	090 TTPPG18091370140000000000000011			
	0000.0000003.273000			
	RMT Dr TPPG1809137014	110,000.00		117,362.52
	Balance C/F			117,362.52

PUBLIC BANK
大众银行

PULAU PINANG BRANCH
87 LEBUH BISHOP
10200 PULAU PINANG
TEL: 04-2610060

Layak untuk dilindungi oleh PIDM.
Eligible for protection by PIDM.

300913PBBG03-447 2/2
TEXCHEM FOOD SDN BHD

Nombor Akaun / *Account Number*	3590021713
Tarikh Penyata / *Statement Date*	30 Sep 2013

TARIKH *DATE*	URUS NIAGA *TRANSACTION*	DEBIT *DEBIT*	KREDIT *CREDIT*	BAKI *BALANCE*
18/09	Balance B/F			117,362.52
	RMT Dr TPPG1809137023	110,000.00		7,362.52
27/09	RMT Cr		105,000.00	112,362.52
30/09	Int Cr-Int Cycle		3.81	112,366.33
	Closing Balance In This Statement			112,366.33

Baki Harian Dan Penutup Meliputi Semua Cek Yang Telah Didepositkan, Dijelaskan Dan Yang Belum Dijelaskan.
Terima Kasih Kerana Berurus Niaga Dengan Public Bank. Kecemerlangan Adalah Iltizam Kami.
Kemusykilan anda mengenai perbankan DIJAWAB! Untuk maklumat lanjut, sila layari www.bankinginfo.com.my.
Daily And Closing Balances Include All Cheques Deposited, Cleared And Uncleared.
Thank You For Banking With Public Bank. Excellence Is Our Commitment.
Your banking questions ANSWERED! For more info, log on to www.bankinginfo.com.my.

I CERTIFY THAT I HAVE SIGHTED THE ORIGINAL DOCUMENT AND THIS IS A TRUE COPY OF IT.

THO SU-FEN No. 3A-4-03, Bangunan Sri Weld, Pengkalan Weld, 10300 Penang Tel: 604-2632636 Fax: 604-2632505 NOTARY PUBLIC

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
01 NOV 2013

My Commission Expires : 26 JUN 2015

This is to certify that the signature appears on this document/Certificate/Marriage Certificate/Birth/Death Certificate is that of ....Tho Su-Fen.......... who is..........Notary Public..........
The Ministry of Foreign Affairs, Malaysia is not responsible of the accuracy of the information contained therein.

MINISTRY OF FOREIGN AFFAIRS * MALAYSIA *

Mohd Nasir Aris
Consular Officer
Consular Division
Ministry of Foreign Affairs
Putrajaya Malaysia
- 4 NOV 2013

Ayeyarwady Bank Limited

MAX7 Reporting System
Print date: 03/10/2013 11:24:05

DEPOSIT STATEMENT

From date 01/09/2013 To date 30/09/2013

Account No: ***0004103010695188***

Currency: **MMK**

Name: ***MASCOT INDUSTRIES CO.,LTD/MAUNG SIS/HTIKE HTIKE AUNG/NAING NAING LWIN***

NRC : ***1251(1997-1998) # 12/-LA-MA-TA-(N)-016221 # 12/-MA-GA-TA-(N)-075251 # 12/-THA-KA-TA-(N)-136128***

Address: ***No(4), Baho Rd, Aung Chan Thar Ward, Sanchaung Tsp # NO(22),NWE THAR GI ST,WEST SAW YAN PAING QTR,AHLONE. # #***

Date	Cheque	T/T	T/C	Debit	Credit	Balance
					BF	**9,875.00**
06/09/2013		TR	DP	0.00	63,196,250.00	63,206,125.00
06/09/2013	BA-600679	CH	WD	14,583,750.00	0.00	48,622,375.00
06/09/2013	BA-600678	CH	WD	48,612,500.00	0.00	9,875.00
12/09/2013		TR	DP	0.00	75,894,000.00	75,903,875.00
12/09/2013	BA-600681	CH	WD	27,244,000.00	0.00	48,659,875.00
12/09/2013	BA-600680	CH	WD	48,650,000.00	0.00	9,875.00
13/09/2013		TR	DP	0.00	109,146,744.00	109,156,619.00
13/09/2013	BA-600682	CH	WD	48,775,000.00	0.00	60,381,619.00
13/09/2013	BA-600683	CH	WD	48,775,000.00	0.00	11,606,619.00
13/09/2013	BA-600684	CH	WD	11,596,744.00	0.00	9,875.00
23/09/2013		TR	DP	0.00	48,762,500.00	48,772,375.00
23/09/2013	BA-600685	CH	WD	48,762,500.00	0.00	9,875.00
26/09/2013		TR	DP	0.00	38,940,000.00	38,949,875.00
26/09/2013	BA-600686	CH	WD	38,940,000.00	0.00	9,875.00
					Balance	**9,875.00**

Previous Balance	+	Total Deposit	-	Total Withdrawals	=	Total Balance
9,875.00	+	335,939,494.00	-	335,939,494.00	=	9,875.00

No. of Withdrawals = 9

No. of Deposit = 5

Unless the Bank is immediately notified of any discrepancy found in the statement of account it will be taken that the account has been found correct.

CH = Cash

TR = Transfer

CL = Clearing

T/T = Type of Transaction

T/C = Type of Transaction code

MANAGER

TEXCHEM FOOD SDN. BHD.
Company No. 564990-P

渡航先

This passport is valid for all countries and areas unless otherwise endorsed.

For the purpose of incorporation of joint venture company in Myanmar

日本国 JAPAN

旅券
PASSPORT

型/Type: P
発行国/Issuing country: JPN
旅券番号/Passport No.: MZ0621373



姓/Surname: KONISHI
名/Given name: FUMIHIKO
国籍/Nationality: JAPAN
生年月日/Date of birth: 31 MAR 1944
性別/Sex: M
本籍/Registered Domicile: ISHIKAWA
発行年月日/Date of issue: 08 FEB 2011
有効期間満了日/Date of expiry: 08 FEB 2016
発行官庁/Authority: CONSULATE-GENERAL OF JAPAN AT PENANG
所持人自署/Signature of bearer

P<JPNKONISHI<<FUMIHIKO<<<<<<<<<<<<<<<<<<<<<<<<

MZ06213733JPN4403311M1602087<<<<<<<<<<<<<<08

Father name = Kenichi Konishi

TEXCHEM FOOD SDN. BHD.

Company No. 564990-P

For the purpose of incorporation of joint-venture company in Myanmar

Bahawasanya atas nama Yang di-Pertuan Agong Malaysia diminta semua yang berkenaan supaya membenarkan pembawa pasport ini lalu dengan bebas tanpa halangan atau sekatan dan memberi apa-apa jua pertolongan dan perlindungan yang perlu kepadanya.

These are to request and require in the name of the Supreme Head of Malaysia all those whom it may concern to allow the bearer to pass freely without let or hindrance, and to afford the bearer such assistance and protection as may be necessary.

19876264

MALAYSIA



Pasport / Passport | Jenis / Type: P | Kod Negara / Country Code: MYS | No. Pasport / Passport No.: A19876264

Nama / Name: BRIAN TAN GUAN HOOI

Warganegara / Nationality: MALAYSIA

No. Pengenalan / Identity No.: 690923075299

Tarikh Lahir / Date of Birth: 23 SEP 1969

Tempat Lahir / Place of Birth: PULAU PINANG

Jantina / Sex: L-M

Tinggi / Height: 189 cm

Tarikh dikeluarkan / Date of issue: 06 AUG 2009

No. Kawalan / Control No.: 1989664

Tarikh Tamat Sahlaku / Date of Expiry: 06 FEB 2015

Pejabat Pengeluar / Issuing Office: GEORGETOWN

P<MYSBRIAN<TAN<GUAN<HOOI<<<<<<<<<<<<<<<<<<<<<<

A198762641MYS6909231M1502062690923075299<<70

Father name = Tan Chong Tean

TEXCHEM FOOD SDN. BHD.
Company No. 564990-P

Pemerhatian/Observation

3

2463493 5

Tandatangan Pembawa/Signature of Bearer

For the purpose of incorporation of joint-venture company in Myanmar

MALAYSIA

Pasport / Passport | Jenis / Type: P | Kod Negara / Country Code: MYS | No. Pasport / Passport No.: A24634935



Nama / Name
GOH CHIN MENG

Warganegara / Nationality
MALAYSIA

No. Pengenalan / Identity No.
661119085717

Tarikh Lahir / Date of Birth
19 NOV 1966

Tempat Lahir / Place of Birth
PERAK

Jantina / Sex
L - M

Tinggi / Height
165 cm

Tarikh dikeluarkan / Date of Issue
17 JUN 2011

Tarikh Tamat / Date of Expiry
17 DEC 2016

Pejabat Pengeluar / Issuing Office
GEORGETOWN

P<MYSGOH<CHIN<MENG<<<<<<<<<<<<<<<<<<<<<<<<<<<<

A246349352MYS6611190M1612170661119085717<<86

Father name = Goh Gim Swee

Pemerhatian/Observation

3

27432700

27432700

Tandatangan Pembawa/Signature of Bearer

MALAYSIA



Pasport / Jenis / Type / Kod Negara / Country Code / No. Pasport / Passport No.
P MYS A27432700

Nama / Name
NG BAK KUANG

Warganegara / Nationality
MALAYSIA

Tarikh Lahir / Date of Birth
07 DEC 1957

Jantina / Sex
L - M

Tarikh dikeluarkan / Date of Issue
23 AUG 2012

Pejabat Pengeluar / Issuing Office
PULAU PINANG

No. Pengenalan / Identity No.
571207075165

Tempat Lahir / Place of Birth
PULAU PINANG

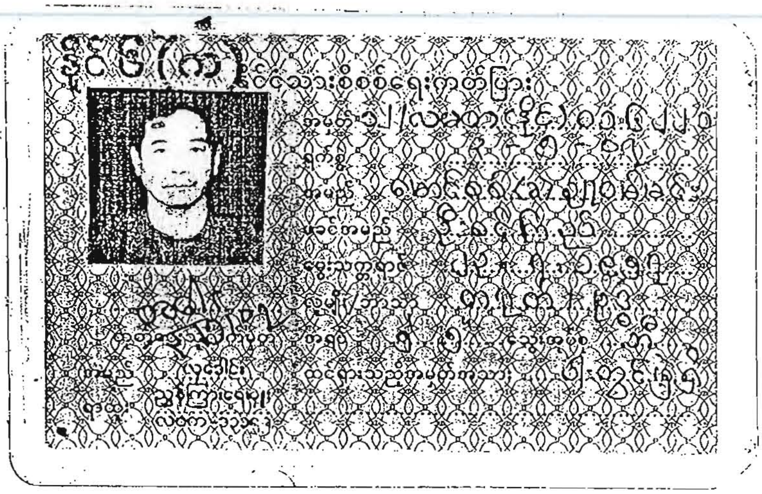
Tinggi / Height
180 cm

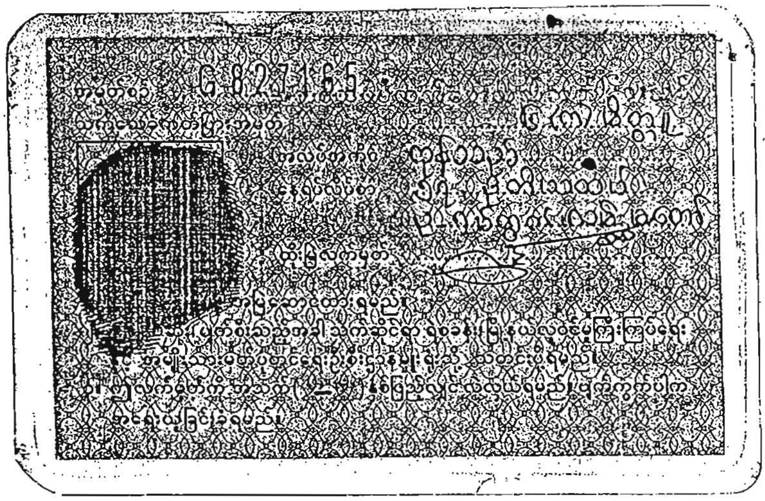
Tarikh Tamat / Date of Expiry
23 FEB 2018

P<MYSNG<BAK<KUANG<<<<<<<<<<<<<<<<<<<<<<<<<<<<

A274327001MYS5712078M1802234571207075165<<40

Father Name = Ng chap Sang


နိုင်ငံသားစိစစ်ရေးကတ်ပြား


G 827165

Certified True Copy

MOHAMED NOOR BIN HJ DON
NOTARY PUBLIC
PUTRAJAYA
MALAYSIA

SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

MOHAMED NOOR DON & ASSOCIATES
ADVOCATES & SOLICITORS
NOTARY PUBLIC
PEGUAM SYARIE
No. 10, Jalan P8 B/2, Presint 8,
Putrajaya 62250,
W.P Putrajaya.
Tel: 019-304 4561

FORM 13
COMPANIES ACT 1965
[Pursuant To Section 11(2) (b)]

Company No.-MyCoID

564990	P

CERTIFICATION OF INCORPORATION ON CHANGE OF NAME OF COMPANY

This is to certify that

STENRICH ASSETS HOLDINGS SDN. BHD.

which was, on the 21st day of November 2001, incorporated under the Companies Act 1965, as a private company, on the 8th day of October, 2002 changed its name to

TEXCHEM FOOD SDN. BHD.

and that the company is a private company and is a company limited by shares.

Given under my hand and seal, at Seberang Jaya, Pulau Pinang this 1st day of November 2013.

ROHIMI BIN HASHIM
ASSISTANT REGISTRAR OF COMPANIES
MALAYSIA

NO. SIRI: SSM 5625088

THE COMPANIES ACT, 1965
MALAYSIA

***

PRIVATE COMPANY LIMITED BY SHARES

***

This is to certify that the signature of *Mohd Nasir Aris*

Consular Officer of the Ministry of Foreign Affairs Putrajaya is authentic. The Embassy assumes no responsibilities for the contents of the documents.

EMBASSY OF THE REPUBLIC OF THE UNION OF MYANMAR KUALA LUMPUR 023

Maung Maung Latt
Second Secretary

Attestation No. *1401/2013*
Date: 19 NOV 2013

Memorandum

and

Articles of Association

of

TEXCHEM FOOD SDN. BHD.

Company No. 564990-P

This is to certify that the signature appears on this document/Certificate/Marriage Certificate/Birth/Death Certificate is that of *Tho Su-Fen* who is Notary Public.
The Ministry of Foreign Affairs, Malaysia is not responsible of the accuracy of the information contained therein.

MINISTRY OF FOREIGN AFFAIRS * MALAYSIA *

Mohd Nasir Aris
Consular Officer
Consular Division
Ministry of Foreign Affairs
Putrajaya Malaysia

18 NOV 2013

INCORPORATED ON THE 21 NOV 2001

I CERTIFY THAT I HAVE SIGHTED THE ORIGINAL DOCUMENT AND THIS IS A TRUE COPY OF IT.

THO SU-FEN NOTARY PUBLIC
No. 3A-4-03, Bangunan Sri Weld, Pengkalan Weld, 10300 Penang
Tel: 604-2632636
Fax: 604-2632505

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

My Commission Expires: 26 JUN 2015

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

Form 11
Companies Act, 1965
Section 28(9)

Company No.

564990	P

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.

To the Registrar of Companies

At a general meeting of the member of Texchem Food Sdn. Bhd. duly convened and held at the Registered Office, Level 18, Menara Boustead Penang, 39 Jalan Sultan Ahmad Shah, 10050 Penang, on 2nd day of November 2009, the Special Resolution set out below was duly passed :-

SPECIAL RESOLUTION
AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED THAT the amendments to the Memorandum of Association of the Company as set out below be and are hereby approved:-

By deleting the existing clause 3(2) which reads:-

"To purchase or otherwise acquire for investment lands, houses, buildings, plantations and other property of any tenure and any interest therein and any movable property of any description or any interest therein and to create and sell freehold and leasehold ground rents and to make advances upon the security of land or house or other property or any interest therein and generally to sell, lease or exchange land and house property and any other property whether real or personal and whether for valuable consideration or not."

and replacing it with the following:-

"To carry out aquaculture-related operations/activities including the experimental, research works and development of hatchery processes, nursery and grow-out stages of various marine species as well as provision of technical services in relation thereto; and to carry on all or any of the business of wholesalers, retailers, importers, exporters, storemen, receiving and forwarding agents, carriers and distributor of all kinds of marine produce, whether on the Company's account or not; and to carry on any other businesses which may seem to the Company capable of being conveniently carried on in connection with any of the above or calculated directly or indirectly to benefit the Company."

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

Form 11
Companies Act, 1965
Section 28(9)

Company No.

564990	P

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.

Dated this 2nd day of November 2009.

Secretary
TAN WAN CHIN
(MAICSA 7030374)

Lodged by: Texchem Food Sdn. Bhd.
(Company No: 564990-P)
Address : Level 18, Menara Boustead Penang
39 Jalan Sultan Ahmad Shah
10050 Penang
Tel : 04-2296000
Fax : 04-2291430

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

FORM 11
Companies Act, 1965
Section 154(1)

Company No.

564990	P

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.

To the Registrar of Companies

At a general meeting of the members of Texchem Food Sdn. Bhd. duly convened and held at the Registered Office, Level 18, Menara PSCI, 39 Jalan Sultan Ahmad Shah, 10050 Penang on July 3, 2006, the resolutions set out below were duly passed :-

ORDINARY RESOLUTION

INCREASE IN AUTHORISED SHARE CAPITAL

RESOLVED THAT the Authorised Share Capital of the Company be increased from Ringgit Malaysia Fifty Million (RM50,000,000.00) divided into 50,000,000 ordinary shares of RM1.00 each to Ringgit Malaysia One Hundred Million (RM100,000,000.00) divided into 100,000,000 ordinary shares of RM1.00 each by the creation of an additional 50,000,000 ordinary shares of RM1.00 each with immediate effect.

SPECIAL RESOLUTION

AMENDMENTS TO THE MEMORANDUM OF ASSOCIATION

RESOLVED THAT the amendments to the Memorandum of Association of the Company as set out below be and are hereby approved.

By deleting the existing clause 6 which reads :-

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

FORM 11
Companies Act, 1965
Section 154(1)

Company No.

564990	P

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.

"The capital of the company is RM50,000,000.00 dividend into 50,000,000 shares of RM1.00 each."

and replacing it with the following:-

"The capital of the company is RM100,000,000.00 dividend into 100,000,000 shares of RM1.00 each."

Dated this 3rd day of July 2006

Secretary
TAN YEE MIN
MAICSA 7025392

Lodged By : TAN YEE MIN
Address : LEVEL 18, MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 PENANG
Tel No. : 04-2296000
Fax No. : 04-2291430

FORM 11
Section 154(1)
COMPANIES ACT, 1965

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

Company No.

564990	P

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.

To the Registrar of Companies

At a general meeting of the member of Texchem Food Sdn. Bhd. duly convened and held at the Registered Office, Level 16, Menara PSCI, 39 Jalan Sultan Ahmad Shah, 10050 Penang on February 3 2004, the Special Resolution set out below was duly passed :-

AMENDMENTS TO ARTICLES OF ASSOCIATION

SPECIAL RESOLUTION

RESOLVED THAT the amendments to the Articles of Association of the Company i.e. the deletion and addition of the underlined words as set out below, be and is hereby approved.

TABLE A

The existing Article 1 which reads as follows :-

> 'Subject as hereinafter provided, the regulations contained in Table A in the Fourth Schedule of the Companies Act, 1965 shall apply to the Company with the exception of Regulations 22, 71, 72, 90 and 91 of Table A.'

be amended to read as follows :-

> 'Subject as hereinafter provided, the regulations contained in Table A in the Fourth Schedule of the Companies Act, 1965 shall apply to the Company with the exception of Regulations 22, 41, 71, 72, 90 and 91 of Table A.'

By adding the following new provision as paragraph 6 of the Company's Articles of Association which reads:-

ALTERATION OF CAPITAL

"6. Unless otherwise determined in the general meeting of the Company, the Board of Directors need not, before the issue of any ordinary shares for the time being unissued and not allotted and any new shares from time to time to be created, offer the same or any of them in the first instance to such members as are under the provisions of these Articles then entitled to receive notices of general meetings from the Company, in proportion, as nearly as circumstances admit, to the amount of the existing shares to which they are entitled."

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

Dated this 3rd day of February 2004

Secretary
JUDY GAN SEE KIAT
LS 005479

Lodged By : JUDY GAN SEE KIAT
Address : LEVEL 16, MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 PENANG
Tel No. : 04-2296000
Fax No. : 04-2291430

COMPANIES ACT, 1965
Section 154(1)

Company No.
564990-P

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.
(formerly known as Stenrich Assets Holdings Sdn. Bhd.)

To the Registrar of Companies

At a general meeting of the members of Texchem Food Sdn. Bhd. duly convened and held at the Registered Office, Level 16, Menara PSCI, 39, Jalan Sultan Ahmad Shah, 10050 Penang on 19th day of May 2003, the Special Resolution set out below was duly passed: -

CHANGE IN THE ARTICLES OF ASSOCIATION OF THE COMPANY

RESOLVED THAT the amendments to the Articles of Association of the Company i.e. the deletion and addition of the underlined words as set out below, be and is hereby approved.

TABLE A

The existing Article 1 which reads as follows:

> 'Subject as hereinafter provided, the regulations contained in Table A in the Fourth Schedule of the Companies Act, 1965 shall apply to the Company with the exception of Regulations 22, 71 and 90 of Table A.'

be amended to read as follows:

> 'Subject as hereinafter provided, the regulations contained in Table A in the Fourth Schedule of the Companies Act, 1965 shall apply to the Company with the exception of Regulations 22,71,<u>72</u>, 90 and <u>91</u> of Table A.'

DIRECTORS

By inserting Article 3 (e) (as deleted and underlined below) which reads as follows:

The office of director shall become vacant if the director-

(a) ceases to be a director by virtue of the Act
(b) becomes bankrupt or makes any arrangement or composition with his creditors generally;
(c) becomes prohibited from being a director by reason of any order made under the Act;

(d) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental disorder;
(e) resigns his office by notice in writing to the company;
(f) for more than six months is absent without permission of the directors from meetings of the directors held during that period;
(g) without the consent of the company in general meeting holds any other office of profit under the company except that of managing director or manager ;~~or~~
(h) is directly or indirectly interested in any contract or proposed contract with the company and fails to declare the nature of his interest in manner required by the Act; or
(i) he is absent from more than 50% of the total Directors' meetings held during the financial year and an ordinary resolution is passed at a General Meeting that his office be vacated by reason of such absence.

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

MANAGING DIRECTOR

By inserting Article 3 (f) which reads as follows:

'The directors may from time to time appoint one or more of their body to the office of managing director for such period and on such terms as they think fit and, subject to the terms of any agreement entered into in any particular case, may revoke any such appointment. A director so appointed shall not, while holding that office, be subject to retirement by rotation or be taken into account in determining the rotation of retirement of directors, but his appointment shall be automatically determined if he ceases from any cause to be a director. A managing director shall be subject to the control of the Board of Directors.'

Dated this 20th day of May 2003

Secretary
JUDY GAN SEE KIAT
LS 005479

Lodged By : JUDY GAN SEE KIAT
Address : LEVEL 16, MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 PENANG
Tel No. : 04-2296000

FORM 11
COMPANIES ACT, 1965
Section 154(1)

Company No.
564990-P

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

NOTICE OF RESOLUTION

TEXCHEM FOOD SDN. BHD.
(formerly known as Stenrich Assets Holdings Sdn. Bhd.)

To the Registrar of Companies

At a general meeting of the members of Texchem Food Sdn. Bhd. duly convened and held at the Registered Office, LEVEL 16, MENARA PSCI, 39, JALAN SULTAN AHMAD SHAH, 10050 PENANG on 18th day of April 2003, the Special Resolution set out below was duly passed: -

INCREASE IN AUTHORISED SHARE CAPITAL

RESOLVED THAT subject to shareholders' approval, the Authorised Share Capital of the Company be increased from Malaysian Ringgit One hundred Thousand (RM100,000.00) only divided into 100,000 ordinary shares of RM1.00 each to Malaysian Ringgit Fifty Million (RM50,000,000.00) only divided into 50,000,000 ordinary shares of RM1.00 each by creation of an additional 49,999,998 ordinary shares of RM1.00 each with immediate effect.

Dated this 18th day of April 2003

Secretary
JUDY GAN SEE KIAT
LS 005479

Lodged By : JUDY GAN SEE KIAT
Address : LEVEL 16, MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 PENANG
Tel No. : 04-2296000

SURUHANJAYA SYARIKAT MALAYSIA
COMPANIES COMMISSION OF MALAYSIA

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA

14 NOV 2013

BORANG 13

AKTA SYARIKAT 1965

[Seksyen 23 (2)]

No. Syarikat

564990	**P**

PERAKUAN PEMERBADANAN ATAS PERTUKARAN NAMA SYARIKAT

Adalah diperakui bahawa

STENRICH ASSETS HOLDINGS SDN. BHD.

yang telah diperbadankan di bawah Akta Syarikat 1965, pada **21** haribulan **November** **2001**, sebagai sebuah syarikat **persendirian**, pada **08** haribulan **Oktober** **2002**, telah menukar namanya kepada

TEXCHEM FOOD SDN. BHD.

dan bahawa syarikat ini adalah sebuah syarikat **persendirian**

dan adalah sebuah syarikat berhad menurut **syer**

Diberi di bawah tandatangan dan meterai saya di **Butterworth**.

pada **08** haribulan **Oktober**, **2002**.

(RADHAKRISHNAN A/L ALAGAMALAI)
PENOLONG PENDAFTAR SYARIKAT MALAYSIA

[Borang ini diterjemahkan oleh Peguam Negara, Malaysia, menurut Pemberitahu Undangan No. 12 tahun 1964; PN (SBK) 23 Pt. 11, P.S. 7/81 Jld.2]

FORM 11
Section 21(2)
Section 154(1)
COMPANIES ACT, 1965

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

Company No.

564990	P

NOTICE OF RESOLUTION

STENRICH ASSETS HOLDINGS SDN. BHD.

To the Registrar of Companies

At a general meeting of the member of Stenrich Assets Holdings Sdn. Bhd. duly convened and held at the Registered Office, Level 16, Menara PSCI, 39 Jalan Sultan Ahmad Shah, 10050 Penang on October 4 2002, the Special Resolution set out below was duly passed :-

SPECIAL RESOLUTION
- CHANGE OF NAME

RESOLVED THAT the name of the Company be changed from "STENRICH ASSETS HOLDINGS SDN. BHD." to "TEXCHEM FOOD SDN. BHD." and that all references in the Memorandum and Articles of Association of the Company to the name of "STENRICH ASSETS HOLDINGS SDN. BHD." wherever the same may appear, shall be deleted and substituted with the name "TEXCHEM FOOD SDN. BHD."

Dated this 4th day of October 2002

Secretary
JUDY GAN SEE KIAT
LS 005479

Lodged By : JUDY GAN SEE KIAT
Address : LEVEL 16, MENARA PSCI
39 JALAN SULTAN AHMAD SHAH
10050 PENANG
Tel No. : 04-2296000

PEJABAT PENDAFTAR SYARIKAT
MALAYSIA

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

BORANG 9

AKTA SYARIKAT, 1965

No. Syarikat | Seksyen 16 (4)
564990 | P

PERAKUAN PEMERBADANAN SYARIKAT SENDIRIAN

Adalah diperakui bahawa

STENRICH ASSETS HOLDINGS SDN. BHD.

telah diperbadankan dibawah Akta Syarikat, 1965 pada dan mulai dari 21 haribulan November 2001 dan bahawa syarikat ini adalah sebuah syarikat berhad menurut syer dan bahawa syarikat ini adalah sebuah syarikat sendirian.

Dibuat di bawah tandatangan dan meterai saya di KUALA LUMPUR pada 21 haribulan November 2001

ANUAR BIN SHAMAD
PENOLONG PENDAFTAR SYARIKAT
MALAYSIA

ROC
MS ISO 9002
(SUIL 0380)

[Borang ini diterjemahkan oleh Peguam Negara Malaysia menurut Pemberitahu Undangan No. 12 tahun 1964; PN (SBK) 23 Pt. 11, P.S. 7/81 Jld.2]

THE COMPANIES ACT, 1965

PRIVATE COMPANY LIMITED BY SHARES

THO SU-FEN (BC/T/374)
ADVOCATE & SOLICITOR
NOTARY PUBLIC
PENANG, MALAYSIA
14 NOV 2013

MEMORANDUM OF ASSOCIATION

OF

STENRICH ASSETS HOLDINGS SDN. BHD.

1. The name of the Company is STENRICH ASSETS HOLDINGS SDN. BHD.

2. The Registered Office of the Company will be situated in Malaysia.

3. The objects for which the Company is established are:-

(1) To carry on business as general traders, manufacturers, dealers, importers, exporters, distributors, buying or selling, commission agents and otherwise deal in goods, provisions, merchandise, commodities, plant and machinery and articles of all descriptions, both wholesale and retail, and to transact every kind of agency business.

(2) To purchase or otherwise acquire for investment lands, houses, buildings, plantations and other property of any tenure and any interest therein and any movable property of any description or any interest therein and to create and sell freehold and leasehold ground rents and to make advances upon the security of land or house or other property or any interest therein and generally to sell, lease or exchange land and house property and any other property whether real or personal and whether for valuable consideration or not.

(3) To acquire and hold for investment shares, stocks, debentures, debenture stocks, bonds, obligations and securities issued or guaranteed by any company or private undertaking or any syndicate of persons constituted of carrying on business in Malaysia or elsewhere and debentures, debenture stock, bonds, obligations and securities issued or guaranteed by any government, sovereign ruler, commissioners, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad.

(9) To enter into partnership or joint-purse arrangement for sharing profits, Union of interest, joint venture or cooperation with or agency for any company, firm or person carrying on or engaged in or proposing to carry on or engage in any business or transaction within the objects of the Company or any business or transaction capable of being conducted so as directly or indirectly to benefit the Company. To enter into partnership

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ADVOCATE & SOLICITO
NOTARY PUBLIC
PENANG, MALAYSIA
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(10) To enter into any agreement with any government or authority, supreme, municipal, local or otherwise that may seem conducive to the Company's objects or any of them and to obtain from any such government or authority any rights, privileges, licences and concessions which the Company may think fit, desirable to obtain and to carry out exercise and comply with any such arrangements, rights, privileges, licences and concessions. To enter into agreement

(11) The acquire by purchase or otherwise, and to obtain protection for or to patent in any part of the world any invention or discovery made by any official or servant of the Company or others and any improvement in machinery or apparatus; to exercise and use such protection or patent and to disclaim, alter or modify the same. To acquire patent

(12) To grant licences to exercise and use any patent or trade mark belonging to the Company and that for such royalty or consideration as may be agreed on with the licencees. To grant licence for patent and trademarks

(13) To establish and support or aid in the establishment and support of associations, institutions, funds, trust and conveniences calculated to benefit the officers, servants, employees or ex-employees of the Company or the dependants of such persons, to provide for the welfare of such persons and their dependants or of any person connected with the Company by granting pensions, allowances or other assistance and to make payments towards insurance and to subscribe or guarantee money for charitable or benevolent objects or for any exhibition or for any public general or useful object. To establish and support associations

(14) To sell, convey, assign, exchange or dispose of the undertaking of the Company or any part thereof upon such terms and for such consideration as the Company may think fit and in particular for shares, bonds, debentures or securities of any other company having objects altogether or in part similar to those of this Company and to surrender or renounce all or any of the Company's property as may seem expedient. To sell, convey undertakings of the Company

(15) To transfer to or otherwise cause to be vested in any company or person all or any of the lands and properties of the Company, to be held in trust for the Company, or on such trust for working, developing or disposing of the same as may be considered expedient. To transfer properties

(16) To make donations for patriotic or for charitable purposes. To make donations

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Liability

5. The liability of the members is limited.

Capital

6. The capital of the company is RM 100,000/- divided into 100,000 shares of RM 1.00 each.

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Company to have power to increase or reduce capital.

7. The Company shall have power from time to time to increase or reduce its capital and to issue shares in the original or increased capital as ordinary, preferred or deferred shares and to attach to any class or classes of such shares any preferences, rights, privileges, or conditions or to subject the same to any restrictions or limitations. Provided always that if and whenever the capital of the Company is divided into shares of various classes, the right or privileges of any such class shall not be modified or varied in any way except in the following manner namely-any such modification or variation may be affected when sanctioned by a special resolution of the holders of the shares of such class, passed at a separate meeting of such holders at which there shall be present in person or represented by proxy the holders of not less than three-fourths (3/4) of the nominal amount of the issued shares of such class.

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THE COMPANIES ACT, 1965

PRIVATE COMPANY LIMITED BY SHARES

ARTICLES OF ASSOCIATION

OF

STENRICH ASSETS HOLDINGS SDN. BHD.

TABLE A

1. Subject as hereinafter provided, the regulations contained in Table A in the Fourth Schedule of the Companies Act, 1965 shall apply to the Company with the exception of Regulations 22, 71 and 90 of Table A.

PRIVATE COMPANY

2. The Company is a private company and accordingly:-

(a) the right to transfer shares is restricted in the manner as prescribed in Table A.
(b) the number of members of the Company (counting joint holders of shares as one person and not counting any person in the employment of the Company or of its subsidiary or any person who while previously in the employment of the Company or of its subsidiary was and thereafter has continued to be a member of the Company) shall be limited to fifty; provided that where two or more persons hold one or more shares in the Company jointly they shall for the purposes of this paragraph be treated as a single member.
(c) any invitation to the public to subscribe for any shares in or debentures of the Company is prohibited.
(d) any invitation to the public to deposit money with the Company for fixed periods or payable at call, whether bearing or not bearing interest, is prohibited.

DIRECTORS

3. (a) The number of directors shall be not less than two and not more than nine.
(b) The first directors shall be **NARIMAH BINTI JUNUS** and **JAYA KUMAR A/L MANIAM.**
(c) There shall be no shareholding qualification for directors.
(d) A resolution in writing signed by a majority of the directors present in Malaysia for the time being entitled to receive notice of a meeting of the directors, shall be as valid and effectual as if it had been passed at a meeting of the directors duly convened and held. Any such resolution may consist of several documents in like form, each signed by one or more directors.

SECRETARY

4. (a) The first Secretary of the Company shall be **MR. SIVAPALAN A/L VIVEKARAJAH @ MAVNEKARAJAH (MAICSA NO.7010048)**
(b) The office of secretary shall become vacant if the secretary resigns his office by notice in writing to the Company.

TRANSFER OF SHARES

5. The directors may, in their absolute discretion and without assigning any reason thereof, decline to register the transfer of any share, whether or not it is a fully paid share.

FOURTH SCHEDULE

(Section 430)

TABLE A

REGULATIONS FOR MANAGEMENT

OF

A COMPANY LIMITED

BY SHARES

(To be read in conjunction with the Memorandum And Articles of Association)

FOURTH SCHEDULE
(Sections 430)

TABLE A
REGULATIONS FOR MANAGEMENT OF A COMPANY LIMITED BY SHARES

Interpretation

1. In these regulations-
"the Act" means the Companies Act, 1965;
"the seal" means the common seal of the company;
"secretary" means any person appointed to perform the duties of a secretary of the company;

expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form;

words or expressions contained in these regulations shall be interpreted in accordance with the provisions of the Interpretation Act, 1967, and of the Act as in force at the date at which these regulations become binding on the company.

Share Capital and Variation of Rights

2. Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Act, shares in the company, may be issued by the directors and any such share may be issued with such preferred, deferred, or other special rights or such restrictions, whether in regard to dividend, voting, return of capital, or otherwise, as the directors, subject to any ordinary resolution of the company, determine.

3. Subject to the Act, any preference shares may, with the sanction of an ordinary resolution, be issued on the terms that they are, or at the option of the company are liable, to be redeemed.

4. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may whether or not the company is being wound up, be varied with the consent in writing of the holders of three-fourths of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of the class. To every such separate general meeting the provisions of these regulations relating to general meetings shall mutatis mutandis apply, but so that the necessary quorum shall be two persons at least holding or representing by proxy one-third of the issued shares of the class and that any holder of shares of the class present in person or by proxy may demand a poll. To every such special resolution section 152 shall with such adaptations as are necessary apply.

5. The rights conferred upon the holders of the shares of any class issued with preferred or other rights shall, unless otherwise expressly provided by the terms of issue of the shares of that class, be deemed to be varied by the creation or issue of further shares ranking equally therewith.

Calls on Shares

13. The directors may from time to time make calls upon the members in respect of any money unpaid on their shares (whether on account of the nominal value of the shares or by way of premium) and not by the conditions of allotment thereof made payable at fixed times, provided that no call shall exceed one fourth of the nominal value of the share or be payable at less that one month from the date fixed for the payment of the last preceding call, and each member shall (subject to receiving at least fourteen days' notice specifying the time or times and place of payment) pay to the company at the time or times and place so specified the amount called on his shares. A call may be revoked or postponed as the directors may determine.

14. A call shall be deemed to have been made at the time when the resolution of the directors authorizing the call was passed and may be required to be paid by instalments.

15. The joint holders of a share shall jointly and severally liable to pay all calls in respect thereof.

16. If a sum called in respect of a share is not paid before or on the day appointed for payment thereof, the person from whom the sum is due shall pay interest on the sum from the day appointed for payment thereof to the time of actual payment at such rate not exceeding 8 per cent per annum as the directors may determine, but the directors shall be at liberty to waive payment of that interest wholly or in part.

17. Any sum which by the terms of issue of a share becomes payable on allotment or at any fixed date, whether on account of the nominal value of the share or by way of premium, shall for the purposes of these regulations be deemed to be a call duly made and payable on the date on which by the terms of issue the same becomes payable, and in case of non-payment all the relevant provisions of these regulations as to payment of interest and expenses, forfeiture, or otherwise shall apply as if the sum had become payable by virtue of a call duly made and notified.

18. The directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

19. The directors may, if they think fit, receive from any member willing to advance the same, all or any part of the money uncalled and unpaid upon any shares held by him, and upon all or any part of the money so advanced may (until the same would, but for the advance, become payable) pay interest at such rate not exceeding (unless the company in general meeting shall otherwise direct) 8 per cent per annum as may be agreed upon between the directors and the member paying the sum in advance.

Transfer of Shares

20. Subject to these regulations any member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form which the directors may approve. The instrument shall be executed by or on behalf of the transferor and the transferor shall remain the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of members in respect thereof.

21. The instrument of transfer must be left for registration at the registered office of the company together with such fee not exceeding RM1.00 as the directors from time to time may require accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonable require to show the right of the transferor to make the transfer, and thereupon the company shall subject to the powers vested in the directors by these regulations register the transferee as a shareholder and retain the instrument of transfer.

30. If the requirements of any such notice as aforesaid are not complied with any share in respect of which the notice has been given may at any time thereafter, before the payment required by the notice has been made, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares and not actually paid before the forfeiture.

31. A forfeited share may be sold or otherwise disposed of on such terms and in such manner as the directors think fit, and at any time before a sale or disposition the forfeiture may be cancelled on such terms as the directors think fit.

32. A person whose shares have been forfeited shall cease to be a member in respect of the forfeited share, but shall, notwithstanding, remain liable to pay to the company all money which, at the date of forfeiture, was payable by him to the company in respect of the shares (together with interest at the rate of 8 per cent per annum from the date of the forfeiture on the money for the time being unpaid if the directors think fit to enforce payment of the interest), but his liability shall cease if and when the company receives payment in full of all such money in respect of the shares.

33. A statutory declaration in writing that the declarant is a director or the secretary of the company, and that a share in the company has been duly forfeited on a date stated in the declaration, shall be conclusive evidence of the facts therein stated as against all persons claiming to be entitled to the share.

34. The company may receive the consideration, if any, given for a forfeited share on any sale or disposition thereof and may execute a transfer of the share in favour of the person to whom the share is sold or disposed of and he shall thereupon be registered as the holder of the share, and shall not be bound to see to the application of the purchase money, if any, nor shall his title to the share be affected by any irregularity or invalidity in the proceedings in reference to the forfeiture, sale, or disposal of the share.

35. The provisions of these regulations as to forfeiture shall apply in the case of non-payment of any sum which, by the terms of issue of a share, becomes payable at a fixed time, whether on account of the nominal value of the share or by way of premium, as if the same had been payable by virtue of a call duly made and notified.

Conversion of Shares into Stock

36. The company may by ordinary resolution passed at a general meeting convert any paid up shares into stock and recovert any stock into paid-up shares of any denomination.

37. The holders of stock may transfer the same or any part thereof in the same manner and subject to the same regulations as and subject to which the shares from which the stock arose might previously to conversion have been transferred or as near thereto as circumstances admit; but the directors may from time to time fix the minimum amount of stock transferable and restrict or forbid the transfer of fractions of that minimum, but the minimum shall not exceed the nominal amount of the shares from which the stock arose.

38. The holders of stock shall according to the amount of the stock held by them have the same rights privileges and advantages as regards dividends voting at meetings of the company and other matters as if they held the shares from which the stock arose, but no such privilege or advantage (except participation in the dividends and profits of the company and in the assets on winding up) shall be conferred by any such aliquot part of stock which would not if existing in shares have conferred that privilege or advantage.

Proceedings at General Meetings

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47. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business. Save as herein otherwise provided, two members present in person shall be a quorum. For the purposes of this regulation "member" includes a person attending as a proxy or as representing a corporation which is a member.

48. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand adjourned to the same day in the next week at the same time and place, or to such other day and at such other time and place the directors may determine.

49. The chairman, if any, of the board of directors shall preside as chairman at every general meeting of the company, or if there is no such chairman, or if he is not present within fifteen minutes after the time appointed for the holding of the meeting or is unwilling to act, the members present shall elect one of their number to be chairman of the meeting.

50. The chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjourment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

51. At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is (before or on the declaration of the result of the show of hands) demanded-

(*a*) by the chairman;
(*b*) by at least three members present in person or by proxy;
(*c*) by any member or members present in person or by proxy and representing not less than one-tenth of the total voting rights of all the members having the right to vote at the meeting; or
(*d*) by a member or members holding shares in the company conferring a right to vote at the meeting being shares on which an aggregate sum has been paid up equal to not less than one-tenth of the total sum paid up on all the shares conferring that right.

Unless a poll is so demanded a declaration by the chairman that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution. The demand for a poll may be withdrawn.

52. If a poll is duly demanded it shall be taken in such manner and either at once or after an interval or adjournment or otherwise as the chairman directs, and the result of the poll shall be the resolution of the meeting at which the poll was demanded, but a poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith.

53. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a second or casting vote.

61. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited at the registered office of the company, or at such other place within Malaysia as is specified for that purpose in the notice convening the meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid.

62. A vote given in accordance with the terms of an instrument of proxy or attorney shall be valid notwithstanding the previous death or unsoundness of mind of the principal or revocation of the instrument or of the authority underwhich the instrument was executed, or the transfer of the share in respect of which the instrument in given, if no intimation in writing of such death, unsoundness of mind, revocation, or transfer as aforesaid has been received by the company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used.

Directors: Appointment, etc.

63. At the first annual general meeting of the company all the directors shall retire from office, and at the annual general meeting in every subsequent year one-third of the directors for the time being, or, if their number is not three or a multiple of three, then the number nearest one-third, shall retire from office.

64. A retiring director shall be eligible for re-election.

65. The directors to retire in every year shall be those who have been longest in office since their last election, but as between persons who became directors on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot.

66. The company at the meeting at which a director so retires may fill the vacated office by electing a person thereto, and in default the retiring director shall if offering himself for re-election and not being disqualified under the Act from holding office as director be deemed to have been re-elected, unless at the meeting it is expressly resolved not to fill the vacated office unless a resolution for the re-election of that director in put to the meeting and lost.

67. The company may from time to time by ordinary resolution passed at a general meeting increase or reduce the number of directors, and may also determine in what rotation the increased or reduced number is to go out of office.

68. The directors shall have power at any time, and from time to time, to appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the number fixed in accordance with these regulations. Any director so appointed shall hold office only until the next following annual general meeting, and shall then be eligible for re-election but shall not be taken into account in determining the directors who are to retire by rotation at that meeting.

69. Subject to section 128, the company may by ordinary resolution remove any director before the expiration of his period of office, and may by an ordinary resolution appoint another person in his stead; the person so appointed shall be subject to retirement at the same time as if he had become a director on the day on which the director in whose place he is appointed was last elected a director.

77. All cheques, promissory notes, drafts, bills of exchange, and other negotiable instruments, and all receipts for money paid to the company, shall be signed, drawn, accepted, endorsed, or otherwise executed, as the case may be, by any two directors or in such other manner as the directors from time to time determine.

78. The directors shall cause minutes to be made-

(a) of all appointments of officers to be engaged in the management of the company's affairs;

(b) of names of directors present at all meetings of the company and of the directors; and

(c) of all proceedings at all meetings of the company and of the directors.

The minutes shall be signed by the chairman of the meeting at which the proceedings were held or by the chairman of the next succeeding meeting.

Proceedings of Directors

79. The directors may meet together for the despatch of business adjourn and otherwise regulate their meetings as they think fit. A director may at any time and the secretary shall on the requisition of a director summon a meeting of the directors.

80. Subject to these regulations questions arising at any meeting of directors shall be decided by a majority of votes and a determination by a majority of directors shall for all purposes be deemed a determination of the directors. In case of an equality of votes the chairman of the meeting shall have a second or casting vote.

81. A director shall not vote in respect of any contract or proposed contract with the company in which he is interested, or any matter arising thereout, and if he does so vote his vote shall not be counted.

82. Any director with the approval of the directors may appoint any person (whether a member of the company or not) to be an alternate or substitute director in his place during such period as he thinksfit. Any person while he so holds office as an alternate or substitute director shall be entitled to notice of meetings of the directors and to attend and vote thereat, accordingly, and to exercise all the powers of the appointor in his place. An alternate or substitute director shall not require any share qualification, and shall ipso facto vacate office if the appointor vacates office as a director or removes the appointee from office. Any appointment or removal under this regulation shall be effected by notice in writing under (this regulation shall be effected by notice in writing under) the hand of the director making the same.

83. The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two.

84. The continuing directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by or pursuant to the regulations of the company as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the company, but for no other purpose.

Secretary

95. The secretary shall in accordance with the Act be appointed by the directors for such term, at such remuneration, and upon such conditions as they may think fit; and any secretary so appointed may be removed by them.

Seal

96. The directors shall provide for the safe custody of the seal, which shall only be used by the authority of the directors or of a committee of the directors authorized by the directors in that behalf, and every instrument to which the seal is affixed shall be signed by a director and shall be countersigned by the secretary or by a second director or by some other person appointed by the directors for the purpose.

Accounts

97. The directors shall cause proper accounting and other records to be kept and shall distribute copies of the balance sheets and other documents as required by the Act and shall from time to time determine whether and to what extent and at what times and places and under what conditions or regulations the accounting and other records of the company or any of them shall be open to the inspection of members not being directors, and no member (not being a director) shall have any right of inspecting any account or book or paper of the company except as conferred by statute or authorized by the directors or by the company in general meeting.

Dividends and Reserves

98. The company in general meeting may declare dividends, but no dividend shall exceed the amount recommended by the directors.

99. The directors may from time to time pay to the members such interim dividends as appear to the directors to be justified by the profits of the company.

100. No dividend shall be paid otherwise than out of profits or shall bear interest against the company.

101. The directors may, before recommending any dividend, set aside out of the profits of the company such sums as they think proper as reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the company may be properly applied, and pending any such application may, at the like discretion, either be employed in the business of the company or be invested in such investments (other than shares in the company) as the directors may from time to time think fit. The directors may also without placing the same to reserve carry forward any profits which they may think prudent not to divide.

102. Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of this regulation as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date that share shall rank for dividend accordingly.

Notices

108. A notice may be given by the company to any member either personally or by sending it by post to him at his registered address, or (if he has no registered address within Malaysia) to the address, if any, within Malaysia supplied by him to the company for the giving of notices to him. Where a notice is sent by post, service of the notice shall be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice, and to have been effected in the case of a notice of meeting on the day after the date of its posting, and in any other case at the time at which the letter would be delivered in the ordinary course of post.

109. A notice may be given by the company to the joint holders of a share by giving the notice to the joint holder first named in the register of members in respect of the share.

110. A notice may be given by the company to the persons entitled to a share in consequence of the death or bankruptcy of a member by sending it through the post in a prepaid letter addtessed to them by name, or by the title of representatives of the deceased, or assignee of the bankrupt, or by any like description, at the address, if any, within Malaysia supplied for the purpose by the person claiming to be so entitled, or (until such an address has been so supplied) by giving the notice in any manner in which the same might have been given if the death or bankruptcy had not occurred.

111. (1) Notice of every general meeting shall be given in any manner hereinbefore authorized to-

(a) every member;
(b) every person entitled to a share in consequence of the death or bankruptcy of a member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
(c) the auditor for the time being of the company.

(2) No other person shall be entitled to receive notices of general meetings.

Winding Up

112. If the company is wound up the liquidator may, with the sanction of a special resolution of the company, divide amongst the members in kind the whole or any part of the assets of the company (whether they consist of property of the same kind or not) and may for that purpose set such value as he deems fair upon any property to be divided as aforesaid and may determine how the division shall be carried out as between the members or different classes of members.

The liquidator may, with the like sanction, vest the whole or any such assets in trustees upon such trusts for the benefit of the contributories as the liquidators, with the like sanction, thinks fit, but so that no member shall be complied to accept any shares or other securities whereon there is any liability.

Idemnity

113. Every director, managing director, agent, auditor, secretary, and other officer for the time being of the company shall be indemnified out of the assets of the company against any liability incurred by him in defending any proceedings, whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under the Act in which relief is granted to him by the Court in respect of any negligence default breach of duty or breach of trust.

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရုံးအမှတ် (၃၂) နေပြည်တော်

စာအမှတ်၊ ရက - ၈ (၀) ၀၀၁ / ၂၀၁၃ (၀၀၂၁၅၁)
ရက်စွဲ ၊ ၂၀၁၃ ခုနှစ်၊ ဖေဖော်ဝါရီလ(၂၇) ရက်

သို့

အုပ်ချုပ်မှု ဒါရိုက်တာ
အဆောင်ကောင်း စက်မှုလုပ်ငန်းများ ကုမ္ပဏီ လီမိတက်
အမှတ်(၄)၊ ဗဟိုလမ်း၊ အောင်ချမ်းသာရပ်ကွက်
စမ်းချောင်းမြို့နယ်၊ ရန်ကုန်မြို့

အကြောင်းအရာ။ **ကုမ္ပဏီ မှတ်ပုံတင် လက်မှတ် သက်တမ်းတိုးခြင်းကိစ္စ**

ရည် ညွှန်း ချက် ။ ကုမ္ပဏီ၏ (၉-၁-၂၀၁၃) ရက်စွဲပါစာ

၁။ အထက်ရည်ညွှန်းပါစာဖြင့် အဆောင်ကောင်း စက်မှုလုပ်ငန်းများ ကုမ္ပဏီ လီမိတက် မှ သက်တမ်းတိုးမြှင့် ပေးပါရန် တင်ပြလာခြင်းကို(၇-၂-၂၀၁၃)ရက်နေ့တွင်ကျင်းပပြုလုပ်သည့် ဝန်ကြီးဌာနစီမံခန့်ခွဲရေးကော်မတီ အစည်းအဝေး အမှတ်စဉ် (၆/၁၃) မှ (၂၈-၂-၂၀၁၆) ရက်နေ့ အထိ (၃)နှစ် သက်တမ်းတိုးမြှင့် ခွင့်ပြုလိုက်သည်။

၂။ သို့ပါ၍ **အဆောင်ကောင်း စက်မှုလုပ်ငန်းများ ကုမ္ပဏီ လီမိတက်** မှ ကျပ် ၅၀၀,၀၀၀/-(ကျပ်ငါးသိန်း တိတိ) ပေးသွင်းပြီးဖြစ်ပါ၍ ရုံးတွင်းမှတ်ပုံတင်အမှတ် ၁၂၅၁/၁၉၉၇-၁၉၉၈ (၆-၁၁-၁၉၉၇) ဖြင့် သက်တမ်းတိုး မှတ်ပုံတင် လက်မှတ်ကို ထုတ်ပေးလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နန်းရီရီသန်း၊ ညွှန်ကြားရေးမှူး)

မိတ္တူကို
ရန်ကုန်တိုင်းဒေသကြီးအစိုးရအဖွဲ့ရုံး
ရုံးလက်ခံ
မျှောစာတွဲ

သက်တမ်းတိုး

007438

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

အမှတ် ....၁၂၅၁../ ၁၉၉၇ – ၁၉၉၈

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ....အဆောင်ကောင်း စက်မှုလုပ်ငန်းများ....
....ကုမ္ပဏီ လီမိတက်....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက်
ကုမ္ပဏီအဖြစ် ..၁၉၉၇..နှစ်၊ ....နိုဝင်ဘာ....လ၊ ....၆....ရက်နေ့တွင် မှတ်ပုံတင်ထားခြင်းအား
....၂၀၁၃..နှစ်၊ ..ဖေဖော်ဝါရီ..လ၊ ..၇..ရက်နေ့မှစ၍ သက်တမ်းတိုး ခွင့်ပြုလိုက်သည်။

စက်မှု/ထုတ်လုပ်မှု
INDUSTRIAL,PRODUCTION

ညွှန်ကြားရေးမှူးချုပ် (ကိုယ်စား)
(နန်းရီရီသန်း ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION

NO. ....1251......... of 1997 - 1998

I hereby certify that the tenure of ....MASCOT INDUSTRIES........
........COMPANY LIMITED........incorporated under the
Myanmar Companies Act on ....6th NOVEMBER, 1997........
is renewed with effected from ....7th FEBRUARY, 2013........

စက်ရုံအလုပ်ရုံတည်နေရာအရပ်သည်
စက်မှုလက်မှုဇုံတွင်ဖြစ်စေရမည်
(သို့မဟုတ်) လူနေရပ်ကွက်နှင့်ကင်း
လွတ်ရာအရပ်၌ဖြစ်စေရမည်။

For Director General
(Nang Yi Yi Than, Director)
Directorate of Investment and Company Administration

သို့

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများ ညွှန်ကြားမှု ဦးစီးဌာန
ရုံးအမှတ် (၃၂)၊ နေပြည်တော် ။

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
စာအမှတ် 3430
ရက်စွဲ
နေပြည်တော်

ရက်စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ ( ) ရက် ။

အကြောင်းအရာ။ ကုမ္ပဏီ အမည် စစ်ဆေးခွင့်နှင့် ကုမ္ပဏီ ဆိုင်ရာ အချက်အလက်များ တင်ပြခြင်း (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုး ဖြင့် ဖော်ပြပေးပါရန်)

၁။ ကျွန်တော်/ကျွန်မတို့သည် အောက်ပါအမည်ဖြင့် ကုမ္ပဏီဖွဲ့စည်း မှတ်ပုံတင်လိုပါ သဖြင့် ကုမ္ပဏီအမည်အား စစ်ဆေးပေးနိုင်ပါရန် ကုမ္ပဏီဆိုင်ရာ အချက်အလက်များ နှင့်အတူ ပူးတွဲ တင်ပြ လျှောက်ထား အပ်ပါသည်။ (အမည်တူ / လုပ်ငန်းကွဲ ကုမ္ပဏီ ဖြစ်ပါကဖော်ပြရန်)

(မြန်မာ)---- တက်စ်ကမ်ဖုဒ် (မြန်မာ) လီမိတက် (Foreign)

(အင်္ဂလိပ်)---- Texchem Food (Myanmar) Limited (Foreign)

Manufacture the sea food value-added-products (VAP) and contract processing for seafood.

၂။ သတ်မှတ်မတည်ငွေရင်း - ks - 1,946,000,000
ရှယ်ယာတစ်စုတန်ဖိုး - Ks-100,000
အစုရှယ်ယာပေါင်း - 19,460 shares
ကနဦးထည့်ဝင်မည့်မတည်ငွေရင်း - Ks 1,654,100,000

၃။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာ များ၏ အရေအတွက် သည် (2) ထက်မနည်း ၊ (15) ဦးထက်မများစေရ ။

၄။ ဒါရိုက်တာ တစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-) ကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည် ။

၅။ ကုမ္ပဏီရုံးခန်းလိပ်စာနှင့် ဆက်သွယ်ရန် ဖုန်းနံပါတ်

(ရုံးခန်းလိပ်စာ)...No. 4, Baho Road, Aung Chan Thar Quarter, ... Sanchaung Township, Yangon, Myanmar...

(ဖုန်းနံပါတ်)...01 - 519301...

[illegible]။ အဆိုပြု ဒါရိုက်တာ များစာရင်း (မြန်မာ / အင်္ဂလိပ် နှစ်မျိုးဖြင့် ဖော်ပြပေးပါရန်)

စဉ်	အဆိုပြုဒါရိုက်တာများ၏အမည် ဖုန်းနံပါတ်	နိုင်ငံသား မှတ်ပုံတင် အမှတ်	အဆိုပြုဒါရိုက်တာများ၏ နေရပ်လိပ်စာ	ကနဦး ထည့်မည့် အစု
	~~Foreign Side~~ Texchem Food Sdn. Bhd. (Represented By.)	Incorporated In Malaysia		14087
1.	Mr. Fumihiko Konishi Ph-01/519301 519305	Japanese Passport No. MZ0621373	Villa Primavera 51 Jalan Jesselton 10450 Penang	
2.	Mr. Brian Tan Guan Hooi Ph-01/519301 519305	Malaysian Passport No. A19876264	8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang	
3.	Mr. Goh Chin Meng Ph-01/519301 519305	Malaysian Passport No. A 24634935	14 lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang	
4.	Mr. Ng Bak Kuang Ph-01/519301 519305	Malaysian Passport No. A27432700	2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang.	
	Myanmar Side. Mascot Industries Co., Ltd (Represented By.).	Incorporated In Myanmar.		1654
1.	U Maung Sitt @ Aew Wai Min Ph-01/519301 519305	Myanmar. 12/La Ma Ta (Naing) 016221	No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon, Myanmar.	

မှတ်ချက်။ ။အဆိုပြု လျှောက်ထားလိုသူ၏ အမည်ကို အမှတ်စဉ်(၁)တွင် ဖော်ပြပေးပါရန်။

014862

FORM XXVI

PARTICULARS OF DIRECTORS, MANAGERS AND MANAGING AGENTS AND OF ANY CHANGES THEREIN

(Myanmar Companies Act, See Section 87)

Name of Company : MASCOT INDUSTRIES CO,LTD

Presented by : U Maung Sitt (Direct

The present christian name or names of surnames	Nationality, National Registration Card No.	Usual Residential Address	Other Business Occupation	Changes
1. Daw Mya Mya Kyu	Myanmar MGIE-010058	No.10, Alai Kyun Quarter, Myeik Township, Taninthayi Division.	Merchant	Managing Director
2. U Maung Sitt	Myanmar 12/La Ma Ta (Naing)016221	No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon.	Merchant	Director
3. Daw Htike Htike Aung	Myanmar 12/Ma Ga Ta (Naing)075251	No.4, Baho Road, Aung Chan Thar Quarter, Sanchaung Township, Yangon.	Merchant	Appointed as Manager w.e.f 5.5.2013
w Naing Naing Lwin	Myanmar 12/Tha Ka Ta (Naing)136128	No.67, Ground Floor, Htee Tan Street, Htee Tan Set Myay Quarter, Kyimyindine.	Merchant	Appointed as Manager w.e.f 7.6.2013

NOTE :
(1) A complete list of the Directors or Managers or Managing Agents shown as existing in the last particulars.
(2) A note of the changes since the last list should be made in the column for "Changes" by placing against the new Director's name the word "in place of ...." and by writing against any former Director's name the word "dead" "resigned" or as the case may be giving the date of change against the entry.

Dated this 12-6-2013

MASCOT INDUSTRIES CO. LTD.

Signature MAUNG SITT

Director

Designation Mascot Industries Co., Ltd.

ဆောင်ရွက်မည့် လုပ်ငန်းရည်ရွယ်ချက်များ (မြန်မာ/အင်္ဂလိပ် နှစ်မျိုးဖြင့်ဖော်ပြပေးပါရန်)

(၁) လယ်ယာကိုင်းကျွန်းနှင့် ဥယျာဉ်ခြံမြေထွက်ကုန်ပစ္စည်းများကို စိုက်ပျိုးခြင်း၊ထုတ်လုပ်ခြင်း၊ ရိတ်သိမ်းခြင်း၊တာရှည်ခံအောင် ပြုပြင်ခြင်း၊ ထုတ်ပိုးခြင်း၊ကြိတ်ခွဲခြင်းနှင့်ကုန်ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Growing,Producing,harvesting,preserving,packing,milling and manufacturing of agri cultural and farm products. (Industry/Production of)

(၂) (ကျွန်းမှအပ) သစ်နှင့်သစ်တောထွက်ပစ္စည်းများအား(သက်ဆိုင်ဌာန၏ခွင့်ပြုချက်ဖြင့်)ခုတ်လှဲခြင်း၊ ထုတ်ယူခြင်း၊ ခွဲစိတ်ခြင်း၊ ကုန်ထုတ်လုပ်ခြင်း၊တာရှည်ခံအောင်ပြုပြင်ခြင်း နှင့် အသားသေစေခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Felling,extracting (with the permission from the authorities concerned) milling, manufacturing,preserving and seasoning of timber (excluding-teak)and forest prosucts. (Industry/Production of)

(၃) တိရစ္ဆာန်မွေးမြူခြင်းနှင့် တိရစ္ဆာန်ထွက်ကုန်ပစ္စည်းများအား ပြုပြင်ထုတ်လုပ်ခြင်း၊ စည်သွပ်ခြင်း၊(စက်မှု၊ထုတ်လုပ်မှု)
Livestock breeding,processing and canning of livestock products.(Industry/Production of)

(၄) ရေထွက်ကုန်ပစ္စည်းများအားဖမ်းယူခြင်း၊တာရှည်ခံအောင်ပြုပြင်ခြင်း၊ကြိတ်ခွဲခြင်း၊ စည်သွပ်ခြင်း နှင့် ပြုပြင်ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Finishing,preserving,milling,canning and processing of marine products.(Industry/Production of)

(၅) ဓါတ်မြေဩဇာ၊ပိုးသတ်ဆေးနှင့် တိရစ္ဆာန်အစားအစာများထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Producting fertilizers,insecticides and animal feeds. (Industry/Production of)

(၆) လူသုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of personal goods. (Industry/Production of)

(၇) အိမ်သုံးကုန်ပစ္စည်းများထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of household goods. (Industry/Production of)

(၈) ယာဉ်နှင့်စက်ကိရိယာများ၊အပိုပစ္စည်းများ ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of vehicles,machineries and spares. (Industry/Production of)

(၉) လက်မှုအနုပညာပစ္စည်းများ၊ယွန်းထည်များနှင့် ပရိဘောဂများ ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of arts and crafts,lacquerwares and furniture. (Industry/Production of)

(၁၀) ဆောက်လုပ်ရေးပစ္စည်းများနှင့် သုတ်ဆေးများ ထုတ်လုပ်ခြင်း၊စက်ရုံသုံးပစ္စည်းများ ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of construction materials and paints. (Industry/Production of)

(၁၁) စက်ရုံသုံးပစ္စည်းများထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of factory utencils. (Industry/Production of)

(၁၂) လျှပ်စစ်နှင့်အီလက်ထရောနစ် ကုန်ပစ္စည်းများ ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of electrical and electronic goods. (Industry/Production of)

(၁၃) အထည်အလိပ်နှင့် အဝတ်အထည်များ ထုတ်လုပ်ခြင်း၊ (စက်မှု၊ထုတ်လုပ်မှု)
Manufacturing of textile,garments and clothing. (Industry/Production of)

(၁၄) အစိုးရ၏ ခွင့်ပြုချက်ဖြင့် သတ္တုရှာဖွေခြင်း၊ တူးဖော်ခြင်း၊ ထုတ်လုပ်ခြင်း၊ပြုပြင်ခြင်းနှင့်ထွက်ရှိသော ကုန်ပစ္စည်းများကို ရောင်းချခြင်းလုပ်ကိုင်ရန်၊ (စက်မှု၊ထုတ်လုပ်မှု)
To carry on the business of explanation,exploitation,production,processing of minerals and marketing of its products with the permission of the Government. (Industry/Production of)

လျှောက်ထားသူလက်မှတ်------------------------

အမည် U Maung Sitt @ Chew Wan Min

မှတ်ပုံတင်အမှတ် 12/La Ma Ta (Naing) 016221

To

Director General
Directorate of Investment and Company Administration Department
Ministry of National Planning and Economic Development
Office (32),Nay Pyi Taw.

Texchem Food (Myanmar) Limited

Dated 13rd, December, 2013

Sir

I hereby submit the following documents for Registration which are required under the Myanmar Companies Act.

Should you need further information regarding documents, I am pleased to furnish them wihthout any hesitation.

1. Memorandum of Association.
2. Articles of Association.
3. Declaration of registration.
4. Declaration of registered office.
5. Declaration of legal version.
6. Certificate of Translation.
7. Company's main objects.
8. List of directors.
9. Undertaking.

Yours sincerely,

U Maung Sitt @ Chew Won Min
(Director)

Director General
Companies Registration Office
Directorate of Investment and Company Administration
Ministry of National Planning and Economic Department

Date - 13rd, December , 2013

Subject - Application for Setting Up" **Texchem Food (Myanmar) Limited**" (Industrial Production) Company

Dear Sir,

We have the pleasure to submit herewith the following documents for the application for setting up "**Texchem Food (Myanmar) Limited**" (Industrial Production Company) and shall be grateful if you will kindly permit to be set up Company in Myanmar.

(1) Application letter of permit
(2) Application Form A (2) copies
(3) Questionnaire Form (2) copies
(4) List of intended business activities that will be carried out in theRepublic of the Union of Myanmar
(5) A copy of permit & decision of the Myanmar Investment Commission for the Industrial/Production
(6) List of estimated expenditure for the first year operation
(7) Statement of compliance for intial capital brough in
(8) Memorandum and Articles of Association (Copy)
(9) Undertaking not to do trading activities
(10) Confirmation of Company Name
(11) Passport copy or NRC copy of each shareholders and directors

Required documents for Local director

(12) Household members list copy
(13) Recommendation of ward administration office original
(14) Police recommendation from Township Police Station Original
(15) Undertaking(Statement whether a shareholder/director is a member/director at other company or not)

Required documents for (Mascot Industries Co., Ltd)

(16) Bank Statement for Mascot Industries Co., Ltd
(17) Board of Director's Resolution

Notarised and Consularised Documents Orginal(Texchem Food Sdn. Bhd.)

(18) Incorporation certificate
(19) Memorandum & Articles of Association
(20) Original bank statement
(21) Board of director's Resolution
(22) Audited financial statement last two year

U Maung Sitt @ Chew Won Min
Director

ရန်ကုန်တိုင်းဒေသကြီးရုံးခွဲ

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့်ကုမ္ပဏီ

တက်စ်ကမ်ဖုဒ် (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

နှင့်

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memoradum Of Association

AND

Articles Of Association

OF

Texchem Food (Myanmar) LIMITED

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

တက်စ်ကမ်ဖုဒ် (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့မှတ်တမ်း

❖❖❖❖❖❖❖❖

၁။ ကုမ္ပဏီ၏အမည်သည် **တက်စ်ကမ်ဖုဒ်(မြန်မာ)** လီမိတက် ဖြစ်ပါသည်။

၂။ ကုမ္ပဏီ၏ မှတ်ပုံတင် အလုပ်တိုက်သည် ပြည်ထောင်စု မြန်မာနိုင်ငံတော်အတွင်း တည်ရှိရမည်။

၃။ ကုမ္ပဏီ တည်ထောင်ရခြင်း၏ ရည်ရွယ်ချက်များမှာ တစ်ဖက်စာမျက်နှာပါအတိုင်းဖြစ်ပါသည်။

၄။ အစုဝင်များ၏ ပေးရန်တာဝန်ကို ကန့်သတ်ထားသည်။

၅။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၁,၉၄၆,၀၀၀,၀၀၀/- /-(ကျပ် **တစ်ထောင်ကိုးရာလေးဆယ့်ခြောက်သန်း** တိတိ) ဖြစ်၍ငွေကျပ် ၁၀၀,၀၀၀/-/-(ကျပ် **တစ်သိန်း** တိတိ) တန် အစုရှယ်ယာပေါင်း (၁၉,၄၆၀) ခွဲထားပါသည်။ကုမ္ပဏီ၏ ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင် တည်ဆဲဖြစ်နေသောတရားဥပဒေ အထွေထွေပဌာန်းချက်များနှင့်အညီ သင်းလုံးကျွတ် အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့် အာဏာရှိစေရမည်။

(၂)

စက်မှုလက်မှုနှင့် ထုတ်လုပ်မှု လုပ်ငန်း ရည်ရွယ်ချက်

၁။ နိုင်ငံတော်အစိုးရက ခွင့်ပြုထားသော အောက်ဖော်ပြပါ ကုန်ပစ္စည်းများကို ထုတ်လုပ်ခြင်း ၊ စိုက်ပျိုးခြင်း၊ ကြိတ်ခွဲခြင်းနှင့် ပြုပြင်ခြင်း စသည့် လုပ်ငန်းများ ဆောင်ရွက်ရန် အတွက် မိမိ တစ်ဦးတည်းဖြစ်စေ၊ မည်သည့် ပြည်တွင်းပြည်ပပုဂ္ဂိုလ်များနှင့် ဖက်စပ်၍ဖြစ်စေ လုပ်ကိုင်ရန်။

– ပင်လယ်ရေထွက်ကုန်ပစ္စည်းများကို တန်ဖိုးမြင့်ကုန်စည်အဖြစ် ထုတ်လုပ်ခြင်းနှင့်ပင်လယ် ရေထွက်ကုန်ပစ္စည်းများကို လက်ခစားစနစ်ဖြင့်ထုတ်လုပ်ခြင်း။

၂။ အထက်ဖော်ပြပါ လုပ်ငန်းများတွင် လိုအပ်သည့် စက်ကိရိယာများ ၊ အပိုပစ္စည်းများ ၊ ကုန်ကြမ်း ပစ္စည်းများနှင့် အခြားသော ပစ္စည်းများကို ပြည်ပမှ တင်သွင်းရန်နှင့် ထွက်ရှိလာသော ကုန်ချောများ တစ်စိတ် တစ်ဒေသ ကုန်ချောများကို ပြည်တွင်းပြည်ပတွင် လက်လီလက်ကား ရောင်းချရန် ၊

၃။ ကုမ္ပဏီ မှ သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိ စေရန် အတွက် မည်သည့်ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း ၊ ကုမ္ပဏီ ၊ ဘဏ် ၊ သို့မဟုတ် ၊ ငွေကြေး အဖွဲ့အစည်း ထံ မှမဆို ငွေချေးယူရန် ။

ခြွင်းချက် ။ ကုမ္ပဏီသည် အထက်ဖော်ပြပါ ရည်ရွယ်ချက်များကို ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ ဖြစ်စေ ၊ အခြား မည်သည့် အရပ်ဒေသ၌ဖြစ်စေ ၊ အချိန်ကာလအလိုက် တည်မြဲနေသော တရား ဥပဒေ များ ၊ အမိန့်ကြော်ငြာစာများ ၊ အမိန့်များ က ခွင့် ပြုထားသည့် လုပ်ငန်းများမှအပ အခြား လုပ်ငန်းများ ကို လုပ်ကိုင်ဆောင်ရွက်ခြင်း မပြုပါ ။ ထို့အပြင် ပြည်ထောင်စု သမ္မတမြန်မာနိုင်ငံတော် အတွင်း၌ အချိန်ကာလ အားလျော်စွာ တည်မြဲနေသည့် တရား ဥပဒေပြဌာန်းချက်များ ၊ အမိန့် ကြော်ငြာစာများ ၊ အမိန့်များနှင့် လျော်ညီသင့်တော်ခြင်း သို့မဟုတ် ၊ ခွင့် ပြုထားရှိခြင်း ရှိမှ သာလျှင် လုပ်ငန်းများကို ဆောင်ရွက်မည်ဟု ခြွင်းချက် ထားရှိပါသည်။

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စိကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
	Foreign Side **Texchem Food Sdn. Bhd.(Incorporated In Malaysia)** **(Represented By;)**		14887	
1	Mr. Fumihiko Konishi Villa Primavera 51 Jalan Jesselton 10450 Penang Ph No/01-519301,519305 (Merchant)	Japanese Passport No. MZ-0621373		
2	Mr. Brian Tan Guan Hooi 8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-19876264		
3	Mr. Goh Chin Meng 14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-24634935		
4	Mr. Ng Bak Kuang 2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-27432700		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၁၂ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

နိုင်ဝင်း

ဘိကွပ်း၊ စိပိငအော၊ [illegible] Blank.doc

လက်မှတ်ရပြည်သူ့စာရင်းကိုင်

စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး

၈၃-မြေညီထပ်၊ ၃၂-လမ်း၊ ရန်ကုန်မြို့။

ဖုန်း-၂၄၉၁၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၃၅

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့မှတ်တမ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
5.	**Myanmar Side** **Mascot Industries Co., Ltd (Incorporated In Myanmar)** **(Represented By;)** U Maung Sitt @ Chew Won Min No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon Region, Myanmar. Ph No/01-519301,519305 (Merchant)	Myanmar 12/La Ma Ta (Naing) 016221	1654	(signature)

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၇ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၁၂ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

နိုင် ဝင်း
ဘီကွမ်း၊ ဓိပိဒေဘ [illegible]
လက်မှတ်ရပြည်သူ့စာရင်းကိုင်
စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး
၈၃-မြေညီထပ်၊ ၃၂-လမ်း၊ ရန်ကုန်မြို့။
ဖုန်း-၂၄၉၉၁၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၀၃၅

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ

အစုရှယ်ယာများဖြင့် ပေးရန်တာဝန် ကန့်သတ်ထားသော အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီ

တက်စ်ကမ်ဖုဒ် (မြန်မာ) လီမိတက်

၏

သင်းဖွဲ့စည်းမျဉ်းများ

❖❖❖❖❖❖

၁။ ဤသင်းဖွဲ့စည်းမျဉ်းနှင့် လိုက်လျောညီထွေမဖြစ်သည့် စည်းမျဉ်းများမှအပ၊ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲ ပထမ ဇယားပုံစံ 'က' ပါစည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့် သက်ဆိုင်စေရမည်။ မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၁၇(၂)တွင် ဖော်ပြပါရှိသည့် မလိုက်နာ မနေရ စည်းမျဉ်းများသည် ဤကုမ္ပဏီနှင့်အစဉ်သဖြင့် သက်ဆိုင်စေရမည်။

အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

၂။ ဤကုမ္ပဏီသည် အများနှင့် မသက်ဆိုင်သည့် ကုမ္ပဏီဖြစ်၍ အောက်ပါ သတ်မှတ်ချက်များသည် အကျိုးသက်ရောက်စေရမည်။

(က) ဤကုမ္ပဏီက ခန့်အပ်ထားသော ဝန်ထမ်းများမှအပ၊ ဤကုမ္ပဏီ၏ အစုရှင် အရေအတွက်ကို ငါးဆယ် အထိသာကန့်သတ်ထားသည်။

(ခ) ဤကုမ္ပဏီ၏အစုရှယ်ယာ သို့မဟုတ် ဒိဘင်ချာ သို့မဟုတ် ဒိဘင်ချာစတော့(ခ်) တစ်စုံတစ်ရာအတွက်ငွေထည့် ဝင်ရန် အများပြည်သူတို့အား ကမ်းလှမ်းခြင်းမပြုလုပ်ရန် တားမြစ်ထားသည်။

မ,တည်ရင်းနှီးငွေနှင့် အစုရှယ်ယာ

၃။ ကုမ္ပဏီ၏ သတ်မှတ်မတည်ငွေရင်းသည် ကျပ် ၁,၉၄၆,၀၀၀,၀၀၀/–/–(ကျပ် တစ်ထောင်ကိုးရာလေးဆယ့်ခြောက်သန်း တိတိ)ဖြစ်၍ ငွေကျပ် ၁၀၀,၀၀၀/–/–(ကျပ် တစ်သိန်း တိတိ)တန် အစုရှယ်ယာပေါင်း (၁၉,၄၆၀) ခွဲထားပါသည်။

ကုမ္ပဏီ၏ရင်းနှီးငွေကို ကုမ္ပဏီ၏ စည်းမျဉ်းများနှင့် လက်ရှိတရားဝင်တည်ဆဲဖြစ်နေသောတရားဥပဒေပြဋ္ဌာန်းချက်များနှင့် အညီ အထွေထွေသင်းလုံးကျွတ်အစည်းအဝေး၌ တိုးမြှင့်နိုင်ခွင့်၊ လျှော့ချနိုင်ခွင့်နှင့် ပြင်ဆင်နိုင်ခွင့်အာဏာရှိစေရမည်။

၄။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေပါ ပြဋ္ဌာန်းချက်များကို မထိခိုက်စေလျက် အစုရှယ်ယာများသည် ဒါရိုက်တာများ၏ ကြီးကြပ်ကွပ်ကဲမှုအောက်တွင် ရှိစေရမည်။ ၎င်းဒါရိုက်တာများသည် သင့်လျော်သော ပုဂ္ဂိုလ်များအား သတ်မှတ်ချက် အခြေအနေ တစ်စုံတစ်ရာဖြင့် အစုရှယ်ယာများကို ခွဲဝေချထားခြင်း သို့မဟုတ် ထုတ်ရောင်းချခြင်း တို့ကိုဆောင်ရွက် နိုင်သည်။

၅။ အစုရှယ်ယာ လက်မှတ်များကို အထွေထွေမန်နေဂျာ သို့မဟုတ် ဒါရိုက်တာအဖွဲ့ကသတ်မှတ်သည့် အခြားပုဂ္ဂိုလ်များက လက်မှတ်ရေးထိုး၍ ကုမ္ပဏီ၏ တံဆိပ် ရိုက်နှိပ် ထုတ်ပေးရမည်။ အစုရှယ်ယာ လက်မှတ်သည် ပုံပန်းပျက်ခြင်း၊ ပျောက်ဆုံးခြင်း၊ သို့မဟုတ် ပျက်စီးခြင်းဖြစ်ပါက အဖိုးအခဖြင့် ပြန်လည်အသစ်ပြုလုပ်ပေးမှုကို သော်လည်းကောင်း၊ ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆသော အခြားသက်သေခံ အထောက်အထား တစ်စုံတစ်ရာကို တင်ပြစေ၍သော်လည်းကောင်းထုတ်ပေးနိုင်သည်။ ကွယ်လွန်သွားသော အစုရှယ်ယာရှင်တစ်ဦး၏ တရားဝင်ကိုယ်စားလှယ်ကို ဒါရိုက်တာ များကအသိအမှတ်ပြုပေးရမည်ဖြစ်သည်။

၆။ ဒါရိုက်တာများသည် အစုရှင်များက ၎င်းတို့၏ အစုရှယ်ယာများအတွက် မပေးသွင်းရသေးသော ငွေများကို အခါအားလျော်စွာတောင်းဆိုနိုင်သည်။ အစုရှင်တိုင်းကလည်း ၎င်းတို့ထံတောင်းဆိုသည့် အကြိမ်တိုင်းအတွက် ဒါရိုက်တာများက သတ်မှတ်သည့်အချိန်နှင့်နေရာတွင် ပေးသွင်းစေရန် တာဝန်ရှိစေရမည်။ ဆင့်ခေါ်မှုတစ်ခုအတွက်အရစ်ကျ ပေးသွင်းစေခြင်း၊ သို့မဟုတ် ပယ်ဖျက်ခြင်း သို့မဟုတ် ရွှေ့ဆိုင်းခြင်းတို့ကို ဒါရိုက်တာများက သတ်မှတ်နိုင်သည်။

ဒါရိုက်တာများ

၇။ သင်းလုံးကျွတ် အစည်းအဝေးက တစ်စုံတစ်ရာ သတ်မှတ်ပြဋ္ဌာန်းမှု မပြုလုပ်သမျှ ဒါရိုက်တာများ၏ အရေအတွက်သည် (၂) ဦးထက်မနည်း (၁၀) ဦးထက်မများစေရ။
ပထမဒါရိုက်တာများသည် -

(1) Mr.Fumihiko Konishi
(2) Mr.Brian Tan Guan Hooi
(3) Mr.Goh Chin Meng
(4) Mr.Ng Bak Kuang
(5) U Maung Sitt

တို့ဖြစ်ကြပါသည်။

၈။ ဒါရိုက်တာများသည် ၎င်းတို့အနက်မှ တစ်ဦးကို မန်နေးဂျင်းဒါရိုက်တာ အဖြစ် အချိန်အခါအလိုက် သင့်လျော်သော သတ်မှတ်ချက်များ၊ ညွှန်ကြားချက်များဖြင့် ခန့်ထားရမည်ဖြစ်ပြီး အခါအားလျော်စွာ ဒါရိုက်တာအဖွဲ့က ပေးအပ်သော အာဏာများ အားလုံးကို ၎င်းကအသုံးပြုနိုင်သည်။

၉။ ဒါရိုက်တာတစ်ဦးဖြစ်မြောက်ရန် လိုအပ်သော အရည်အချင်းသည် ကုမ္ပဏီ၏ အစုရှယ်ယာ အနည်းဆုံး (-)စုကို ပိုင်ဆိုင်ခြင်းဖြစ်၍ ၎င်းသည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေပုဒ်မ ၈၅ ပါ ပြဋ္ဌာန်းချက်များကို လိုက်နာရန် တာဝန်ရှိသည်။

၁၀။ အစုရှယ်ယာများ လွှဲပြောင်းရန် တင်ပြချက်ကို မည်သည့် အကြောင်းပြချက်မျှ မပေးဘဲ ဒါရိုက်တာအဖွဲ့သည် ၎င်းတို့ပြည့်စုံ၍ ချုပ်ချယ်ခြင်းကင်းသော ဆင်ခြင်တွက်ဆမှုဖြင့် မှတ်ပုံတင်ရန် ငြင်းဆိုနိုင်သည်။

ဒါရိုက်တာများ၏ ဆောင်ရွက်ချက်များ

၁၁။ ဒါရိုက်တာများသည် ၎င်းတို့ သင့်လျော်သည် ထင်မြင်သည့်အတိုင်း လုပ်ငန်းဆောင်ရွက်ရန် တွေ့ဆုံ ဆွေးနွေးခြင်း၊ အစည်းအဝေး ရွှေ့ဆိုင်းခြင်း၊ အချိန်မှန်စည်းဝေးခြင်း၊ အစည်းအဝေးအထမြောက်ရန် အနည်းဆုံး ဒါရိုက်တာဦးရေသတ်မှတ်ခြင်းတို့ကို ဆောင်ရွက်နိုင်သည်။ ယင်းသို့ မသတ်မှတ်ပါက ဒါရိုက်တာနှစ်ဦးတက်ရောက်လျှင် အစည်းအဝေးထမြောက်ရမည်။ အစည်းအဝေးတွင် မည်သည့်ပြဿနာမဆို ပေါ်ပေါက်ပါက မန်နေးဂျင်းဒါရိုက်တာ၏ အဆုံးအဖြတ်သည်အတည်ဖြစ်ရမည်။ မည်သည့် ကိစ္စများကိုမဆို မဲခွဲဆုံးဖြတ်ရာတွင် မဲအရေအတွက် တူနေပါက သဘာပတိသည် ဒုတိယမဲ သို့မဟုတ် အနိုင်မဲကို ပေးနိုင်သည်။

၁၂။ ဒါရိုက်တာများ၏ အစည်းအဝေးကို မည်သည့်ဒါရိုက်တာကမဆို အချိန်မရွေး ခေါ်နိုင်သည်။

၁၃။ ဒါရိုက်တာအားလုံးက လက်မှတ်ရေးထိုးထားသော ရေးသားထားသည့်ဆုံးဖြတ်ချက်တစ်ရပ်သည် နည်းလမ်းတကျ ခေါ်ယူကျင်းပသော အစည်းအဝေးက အတည်ပြုသည့် ဆုံးဖြတ်ချက်ကဲ့သို့ပင် ကိစ္စအားလုံး အတွက် အကျိုး သက်ရောက်စေရမည်။

ဒါရိုက်တာများ၏ လုပ်ပိုင်ခွင့်နှင့်တာဝန်များ

၁၄။ မြန်မာနိုင်ငံ ကုမ္ပဏီများအက်ဥပဒေ နောက်ဆက်တွဲဇယားပုံစံ (က)ပါ စည်းမျဉ်းအပိုဒ် ၇၁ တွင် ပေးအပ်ထားသော အထွေထွေ အာဏာများကို မထိခိုက်စေဘဲဒါရိုက်တာများသည် အောက်ဖော်ပြပါ အာဏာများ ရှိရမည်ဟု အတိအလင်း ထုတ်ဖော်ကြေညာသည်။ အာဏာဆိုသည်မှာ -

(၁) ဒါရိုက်တာများက သင့်လျော်သည်ဟုယူဆသော တန်ဖိုးနှင့်စည်းကမ်းများ၊ အခြေအနေများ သတ်မှတ်၍ ကုမ္ပဏီကရယူရန်အာဏာရှိသည့် မည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆိုဝယ်ယူရန် သို့မဟုတ် အခြားနည်းလမ်းများဖြင့်ရယူပိုင်ဆိုင်ရန်အပြင် ကုမ္ပဏီကပိုင်ဆိုင်ခွင့်ရှိသောမည်သည့်ပစ္စည်း၊ အခွင့်အရေးများ၊ အခွင့်အလမ်းများကိုမဆို သင့်တော်သောစည်းကမ်းချက်များ သတ်မှတ်၍ရောင်းချခြင်း၊ အငှားချခြင်း၊ စွန့်လွှတ်ခြင်း၊ သို့မဟုတ် အခြားနည်းလမ်းများဖြင့် ဆောင်ရွက်ခြင်းတို့ကို ပြုလုပ်ရန်။

(၂) သင့်လျော်သောစည်းကမ်းသတ်မှတ်ချက်များဖြင့်ငွေကြေးများကိုချေးငှားရန် သို့မဟုတ်အဆိုပါချေးငှား သော ငွေကြေးများကို ပြန်လည်ပေးဆပ်ရန်အတွက် အာမခံများထားရှိရန်အပြင်၊ အထူးသဖြင့် ဤကုမ္ပဏီ၏ ဒီဘင်ချာများ၊ ဒီဘင်ချာစတော့(ခ်)များ၊ ခေါ်ယူခြင်းမပြုရသေးသော ရင်းနှီးငွေများအပါအဝင် ယခုလက်ရှိ နှင့် နောင်ရှိမည့် ပစ္စည်းများအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ ထုတ်ဝေရန်။

(၃) ဤကုမ္ပဏီက ရယူထားသော အခွင့်အရေးများ သို့မဟုတ် ဝန်ဆောင်မှုများအတွက် အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ငွေကြေးအားဖြင့် ပေးချေရန်၊ သို့မဟုတ် အစုရှယ်ယာများ၊ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ဤကုမ္ပဏီ၏အခြားသော အာမခံစာချုပ်များကို ထုတ်ပေးရန်၊ ထို့အပြင် အဆိုပါ အစုရှယ်ယာများ ထုတ်ပေးရာ၌ ငွေအပြည့် ပေးသွင်းပြီးသော အစုရှယ်ယာအနေဖြင့် သော်လည်းကောင်း၊ တစ်စိတ်တစ်ဒေသ ပေးသွင်းပြီးသော အစုရှယ်ယာများ အနေဖြင့်သော်လည်းကောင်း သဘောတူညီသကဲ့သို့ ထုတ်ဝေပေးရန်နှင့် အဆိုပါ ငွေချေးစာချုပ်များ၊ ဒီဘင်ချာများ သို့မဟုတ် ကုမ္ပဏီ၏ အခြားသော အာမခံ စာချုပ်များဖြင့် ထုတ်ဝေပေးရာ၌ ခေါ်ဆိုခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းအားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို အပေါင်ပြု၍ဖြစ်စေ၊ ထိုကဲ့သို့မဟုတ်ဘဲဖြစ်စေ ထုတ်ပေးရန်။

(၄) ဤကုမ္ပဏီနှင့် ပြုလုပ်ထားသော ကန်ထရိုက်စာချုပ်များ၊ တာဝန်ယူထားသည့်လုပ်ငန်းများ ပြီးစီးအောင် ဆောင်ရွက်စေခြင်း အလို့ငှာခေါ်ယူခြင်း မပြုရသေးသော ရင်းနှီးငွေများ အပါအဝင် ဤကုမ္ပဏီ၏ ပစ္စည်းရပ်များ အားလုံး သို့မဟုတ် တစ်စိတ်တစ်ဒေသကို ပေါင်နှံ၍ သော်လည်းကောင်း၊ အပေါင်ပြု၍ သော်လည်းကောင်း သို့မဟုတ် အစုရှယ်ယာများအတွက် ငွေများ တောင်းခံခေါ်ယူ၍ သော်လည်းကောင်း ခွင့်ပြုရန် သို့မဟုတ် သင့်လျော်သည့်အတိုင်း ဆောင်ရွက်ရန်။

(၅) မန်နေဂျာများ၊ အတွင်းရေးမှူးများ၊ အရာရှိများ၊ စာရေးများ၊ ကိုယ်စားလှယ်များနှင့် ဝန်ထမ်းများကိုအမြဲ တမ်း၊ ယာယီ သို့မဟုတ် အထူးကိစ္စရပ်များအတွက်ခန့်ထားခြင်း၊ ရပ်စဲခြင်း၊ ဆိုင်းငံ့ခြင်းများအတွက်လည်း ကောင်း အဆိုပါ ပုဂ္ဂိုလ်တို့၏တာဝန်များ၊ အာဏာများ၊ လစာငွေများ၊ အခြားငွေကြေးများကို သတ်မှတ် ရာ၌လည်းကောင်း၊ အာမခံပစ္စည်းများ တောင်းခံရာ၌လည်းကောင်း သင့်လျော်သလိုဆောင်ရွက်ရန်၊ ထို့ အပြင် အဆိုပါကိစ္စရပ်များအတွက် ကုမ္ပဏီ၏ မည်သည့်အရာရှိကိုမဆို ကိစ္စရပ်အားလုံးကို ဖြစ်စေ၊ တစ်စိတ် တစ်ဒေသကိုဖြစ်စေ ဒါရိုက်တာများ၏ကိုယ်စား ဆောင်ရွက်နိုင်ရေးအတွက် တာဝန်လွှဲအပ်ရန်။

(၆) ဤကုမ္ပဏီ၏ ဒါရိုက်တာတစ်ဦးအား ဒါရိုက်တာရာထူးနှင့် တွဲဖက်၍ မန်နေဂျင်း ဒါရိုက်တာ၊ အထွေထွေ မန်နေဂျာ၊ အတွင်းရေးမှူး သို့မဟုတ် ဌာနခွဲ မန်နေဂျာအဖြစ် ခန့်ထားရန်။

(၇) မည်သည့် အစုရှင်ထံမှမဆို ၄င်းတို့၏ အစုရှယ်ယာများအားလုံးကို ဖြစ်စေ၊ အချို့အဝက်ကိုဖြစ်စေ စွန့်လွှတ်ခြင်းအား သဘောတူညီသောစည်းကမ်းများဖြင့် လက်ခံရန်။

(၈) ဤကုမ္ပဏီက ပိုင်ဆိုင်သော သို့မဟုတ် ပိုင်ဆိုင်ခွင့်ရှိသော သို့မဟုတ် အခြားအကြောင်းများကြောင့်ဖြစ်သော မည်သည့် ပစ္စည်းကိုမဆို ကုမ္ပဏီ၏ကိုယ်စား လက်ခံထိန်းသိမ်းထားရန်အတွက် မည်သည့်ပုဂ္ဂိုလ် သို့မဟုတ် ပုဂ္ဂိုလ်များကိုမဆို ခန့်ထားရန်နှင့် အဆိုပါ ယုံမှတ် အပ်နှံခြင်းများနှင့် ပတ်သက်၍ လိုအပ်သော စာချုပ်စာတမ်းများ ချုပ်ဆို ပြုလုပ်ရန်။

(၉) ဤကုမ္ပဏီ၏ အရေးအရာများနှင့် စပ်လျဉ်း၍ ဤကုမ္ပဏီက ပြုလုပ်သော သို့မဟုတ် ဤကုမ္ပဏီအပေါ် သို့မဟုတ် ဤကုမ္ပဏီ၏ အရာရှိများအပေါ် ပြုလုပ်သော တရားဥပဒေအရ စွဲဆို ဆောင်ရွက်မှုများကို တရားစွဲဆို၊ အရေးယူ၊ ခုခံကာကွယ်ရန် သို့မဟုတ် ခွင့်လွှတ်ရန်၊ ထို့အပြင် ဤကုမ္ပဏီက ရရန်ရှိသော ကြွေးမြီများနှင့် ဤကုမ္ပဏီအပေါ် တောင်းခံသော ကြွေးမြီများနှင့်ပတ်သက်၍ ပေးဆပ်ရန် အချိန်ကာလ ရွှေ့ဆိုင်းခွင့်ပြုခြင်း သို့မဟုတ် နှစ်ဦးနှစ်ဖက် သဘောတူ ကျေအေးခြင်းများ ပြုလုပ်ရန်။

(၁၀) ဤကုမ္ပဏီက ပေးရန်ရှိသော သို့မဟုတ် ရရန်ရှိသော ငွေတောင်းခံခြင်းများကို ဖြန်ဖြေရေး ခုံသမာဓိထံသို့ ဖြေရှင်းရန်အတွက် အပ်နှံရန်အပြင် ဖြန်ဖြေရေး ခုံသမာဓိ၏ ဆုံးဖြတ်ချက်အတိုင်း လိုက်နာဆောင်ရွက်ရန်။

(၁၁) ဤကုမ္ပဏီက ရရန်ရှိသောတောင်းဆိုချက်၊ တောင်းခံချက်များနှင့် ကုမ္ပဏီသို့ပေးရန်ရှိသော ငွေကြေးများအတွက် ပြေစာများ ပြုလုပ် ထုတ်ပေးခြင်း၊ လျှော်ပစ်ခြင်းနှင့် အခြားသောနည်းဖြင့်စွန့်လွှတ်ခြင်းများကို ပြုလုပ်ရန်။

(၁၂) လူမွဲစာရင်းခံရခြင်း၊ ကြွေးမြီး မဆပ်နိုင်ခြင်း ကိစ္စများနှင့် ပတ်သက်၍ ကုမ္ပဏီ၏ကိုယ်စား ဆောင်ရွက်ရန်။

(၁၃) ငွေလွှဲစာတမ်းများ၊ ချက်လက်မှတ်များ၊ ဝန်ခံကတိစာချုပ်များ၊ ထပ်ဆင့် လက်မှတ်ရေးထိုးခြင်းများ၊ လျှော်ပစ်ခြင်းများ၊ ကန်ထရိုက် စာချုပ်များနှင့်စာရွက်စာတမ်းများကို ကုမ္ပဏီ၏ကိုယ်စား မည်သူက လက်မှတ် ရေးထိုးခွင့်ရှိသည်ကို စိစစ်သတ်မှတ်ရန်။

(၁၄) ဒါရိုက်တာများက သင့်လျော်သည်ဟု ယူဆပါက သင့်လျော် လျောက်ပတ်သောနည်းလမ်းများဖြင့် လတ်တလော အသုံးပြုရန် မလိုသေးသော ကုမ္ပဏီပိုင် ငွေများကို အာမခံပစ္စည်း ပါသည်ဖြစ်စေ၊ မပါသည်ဖြစ်စေ ရင်းနှီးမြှုပ်နှံထားရန်နှင့် စီမံခန့်ခွဲထားရန်။ ထို့အပြင် အချိန်ကာလအားလျော်စွာ မြှုပ်နှံထားသောငွေကို ပြန်လည်ရယူရန်နှင့် ပြင်ဆင်ပြောင်းလွှဲရန်။

(၁၅) ဤကုမ္ပဏီ၏ အကျိုးအတွက် ငွေကြေး စိုက်ထုတ် ကုန်ကျခံထားသော ဒါရိုက်တာ သို့မဟုတ် အခြား ပုဂ္ဂိုလ်များက ကုမ္ပဏီ၏ (လက်ရှိနှင့် နောင်တွင်ရှိမည့်) ပစ္စည်းများကို ဤကုမ္ပဏီ၏ အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ ကိုယ်စားဖြစ်စေ ပေါင်နှံခြင်းကို သင့်လျော်သည်ဟု ယူဆပါက ဆောင်ရွက်ခွင့်ပြုရန်။ အဆိုပါ ပေါင်နှံခြင်းဆိုရာ၌ ရောင်းချနိုင်သည့် အာဏာနှင့် အခြားသော သဘောတူညီထားသည့် တရားဝင်သဘော တူညီချက်များနှင့် ဥပဒေပြဋ္ဌာန်းချက်များပါ ပါဝင်သည်။

(၁၆) ဤကုမ္ပဏီကခန့်အပ်ထားသော မည်သည့်အရာရှိသို့မဟုတ် ပုဂ္ဂိုလ်ကိုမဆို အတိအကျဆောင်ရွက်ခဲ့သည့်လုပ်ငန်း သို့မဟုတ် ဆောင်ရွက်မှုတစ်ခုအတွက် ရရှိသော အမြတ်ငွေမှ ကော်မရှင်ပေးခြင်း သို့မဟုတ် ကုမ္ပဏီ၏ အထွေထွေ အမြတ်အစွန်းမှ ခွဲဝေပေး ခြင်းများ ပြုလုပ်ရန်နှင့် အဆိုပါကော်မရှင်များ၊ အမြတ်များခွဲဝေပေးခြင်း စသည်တို့ကို ဤကုမ္ပဏီ၏လုပ်ငန်းကုန်ကျစရိတ် တစ်စိတ်တစ်ဒေသအဖြစ် သတ်မှန်ရန်။

(၁၇) ဤကုမ္ပဏီ၏လုပ်ငန်းများ၊ အရာရှိများ ဝန်ထမ်းများနှင့် အစုရှင်များအတွက် ထုတ်ပြန်ထားသော စည်းမျဉ်းများ၊ စည်းကမ်းချက်များ၊ စည်းကမ်းဥပဒေများကို အခါအားလျော်စွာ သတ်မှတ်ခြင်း၊ ပြင်ဆင်ခြင်း၊ ဖြည့်စွက်ခြင်းများ ဆောင်ရွက်ရန်။

(၁၈) ဤကုမ္ပဏီ၏လုပ်ငန်းအတွက် ဤကုမ္ပဏီ၏အမည်ဖြင့်ဖြစ်စေ၊ ဤကုမ္ပဏီ၏ကိုယ်စားဖြစ်စေ လိုအပ်သည်ဟု ယူဆလျှင် ညှိနှိုင်းဆွေးနွေးခြင်းနှင့် ကန်ထရိုက်စာချုပ် ချုပ်ဆိုခြင်းများကို ပြုလုပ်ရန်၊ ဖျက်သိမ်းရန်နှင့် ပြင်ဆင်ရ[illegible]ပြင် အဆိုပါ ဆောင်ရွက်ချက် စာချုပ်များနှင့် ကိစ္စရပ်များကိုလည်းကောင်း ၄င်းတို့နှင့် စပ်လျဉ်း[illegible] ကိစ္စရပ်များကို လည်းကောင်း လုပ်ကိုင်ဆောင်ရွက်ရန်။

(၁၉) ဒါရိုက်တာများက သင့်လျော်လျောက်ပတ်သည်ဟု ယူဆပါက ကုမ္ပဏီ၏ စီးပွားရေးလုပ်ငန်းတွင် အကျိုးရှိစေရန်အတွက် မည်သည့် ပြည်တွင်းပြည်ပ ပုဂ္ဂိုလ်၊ စီးပွားရေး အဖွဲ့အစည်း၊ ကုမ္ပဏီ သို့မဟုတ် ဘဏ် သို့မဟုတ် ငွေကြေးအဖွဲ့အစည်းထံမှ မဆို ငွေချေးယူရန်။

အထွေထွေအစည်းအဝေးကြီးများ

၁၅။ ကုမ္ပဏီကိုဥပဒေအရ ဖွဲ့စည်းတည်ထောင်ပြီးသည့်နေ့မှ တစ်ဆယ့်ရှစ်လအတွင်း အထွေထွေသင်းလုံးကျွတ် အစည်းအဝေးကြီးကိုကျင်းပရမည်။ ထို့နောက် ဒါရိုက်တာအဖွဲ့က သတ်မှတ်ပေးသည့် အချိန်နှင့် နေရာများတွင် ပြက္ခဒိန်နှစ်တစ်နှစ်လျှင် အနည်းဆုံးတစ်ကြိမ် (နောက်ဆုံးကျင်းပသည့် အထွေထွေအစည်းအဝေးကြီးနှင့် တစ်ဆယ့်ငါးလထက်မပိုသည့်အချိန်၌) ကျင်းပရမည်။ သင်းလုံးကျွတ် အစည်းအဝေးစတင်၍ လုပ်ငန်းအတွက် ဆွေးနွေးချိန်တွင် အစည်းအဝေးအထမြောက်ရန် သတ်မှတ်သည့် အစုရှင်အရေအတွက် မတက်ရောက်သော မည်သည့်သင်းလုံးကျွတ် အစည်းအဝေးတွင်မဆို လုပ်ငန်းနှင့် ပတ်သက်၍ ဆုံးဖြတ်ဆောင်ရွက်ခြင်းမပြုရ။ ဤတွင်အခြားနည်း သတ်မှတ်ပြဋ္ဌာန်းခြင်းမရှိလျှင် ထုတ်ဝေထားသည့် မူတည် ရင်းနှီးငွေ အစုရှယ်ယာများ၏ ငါးဆယ်ရာခိုင်နှုန်းထက်မနည်း ပိုင်ဆိုင်ကြသည့် (နှစ်ဦးထက်မနည်းသော) အစုရှင်များ ကိုယ်တိုင်တက်ရောက်လျှင် လုပ်ငန်းကိစ္စအားလုံး ဆောင်ရွက်ရန်အတွက် အစည်းအဝေးအထမြောက်သည့်ဦးရေ ဖြစ်သည်။ အကယ်၍ ကုမ္ပဏီတွင်အစုရှင်အရေအတွက် နှစ်ဦးတည်းသာရှိသည့် ကိစ္စတွင်မူ ထိုနှစ်ဦးတည်းသည်ပင်လျှင် အစည်းအဝေး အထမြောက်ရန် သတ်မှတ်သည့် အရေအတွက် ဖြစ်စေရမည်။

အမြတ်ဝေစုများ

၁၆။ သင်းလုံးကျွတ်အစည်းအဝေးတွင် ဤကုမ္ပဏီ၏ အစုရှင်များအား ခွဲဝေပေးမည့် အမြတ်ဝေစုကို ကြေညာရမည်။ သို့ရာတွင် အမြတ်ဝေစုသည် ဒါရိုက်တာများက ထောက်ခံသော ငွေပမာဏထက် မကျော်လွန်စေရ။ သက်ဆိုင်ရာနှစ်၏ အမြတ်ပမာဏ သို့မဟုတ် အခြားမခွဲဝေရသေးသည့် အမြတ်ပမာဏမှအပ အမြတ်ဝေစုကို ခွဲဝေမပေးရ။

ရုံးဝန်ထမ်းများ

၁၇။ ကုမ္ပဏီသည် လုပ်ငန်းရုံးတစ်ခုကို ဖွင့်လှစ်၍ ဆောင်ရွက်မည်ဖြစ်ပြီး အရည်အချင်း ပြည့်မီသူပုဂ္ဂိုလ်တစ်ဦးအား အထွေထွေမန်နေဂျာအဖြစ် ခန့်အပ်ရန်နှင့် အခြားအရည်အချင်း ပြည့်မီသူများအား ရုံးဝန်ထမ်းများအဖြစ် ခန့်အပ်မည်ဖြစ်သည်။ လစာ၊ ခရီးသွားလာစရိတ်နှင့် အခြားအသုံးစရိတ်များကဲ့သို့သော ဉာဏ်ပူဇော်ခများနှင့် အခကြေးငွေများကို ဒါရိုက်တာအဖွဲ့က သတ်မှတ်မည်ဖြစ်ပြီး ၎င်းသတ်မှတ်ချက်များကို သင်းလုံးကျွတ် အစည်းအဝေးက အတည်ပြုရမည်။ အထွေထွေမန်နေဂျာသည် လုပ်ငန်းရုံး၏ ထိရောက်စွာလုပ်ငန်း လည်ပတ်မှုအားလုံးအတွက် တာဝန်ရှိစေရမည်ဖြစ်ပြီး မန်နေဂျင်း ဒါရိုက်တာအားတာဝန်ခံ၍ ဆောင်ရွက်ရမည်။

ငွေစာရင်းများ

၁၈။ ဒါရိုက်တာများသည် သင့်လျော်သည့် ငွေစာရင်းစာအုပ်များကို အောက်ဖော်ပြပါ သတ်မှတ်ချက်များနှင့်အညီ ထားသိုထိန်းသိမ်း ဆောင်ရွက်ရမည်။

(၁) ကုမ္ပဏီ၏ ရငွေ၊ သုံးငွေများ၏ ပမာဏနှင့် ၎င်းရငွေ၊ သုံးငွေများ ဖြစ်ပေါ်ခြင်းနှင့် စပ်လျဉ်းသည့် အကြောင်းကိစ္စများ။

(၂) ကုမ္ပဏီ၏ ကုန်ပစ္စည်းများ ရောင်းချခြင်းနှင့် ဝယ်ယူခြင်းများ။

(၃) ဤကုမ္ပဏီ၏ ရရန်ပိုင်ခွင့်နှင့် ပေးရန်တာဝန်များ။

၁၉။ ငွေစာရင်းစာအုပ်အားလုံးကို ဤကုမ္ပဏီ၏ မှတ်ပုံတင်ထားသော လုပ်ငန်းရုံး သို့မဟုတ် ဒါရိုက်တာများက သင့်လျော်သည်ဟု ထင်မြင်ယူဆသော အခြားနေရာတွင် သိမ်းဆည်းထားရမည်ဖြစ်ပြီး၊ ရုံးချိန်အတွင်း၌ ဒါရိုက်တာများက စစ်ဆေးနိုင်ရန် ပြသထားရမည်။

စာရင်းစစ်

၂၀။ စာရင်းစစ်များကို ခန့်အပ်ထားရမည်။ ၎င်းစာရင်းစစ်များ၏ တာဝန်သည် မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေ သို့မဟုတ် အခါအားလျော်စွာ ပြင်ဆင်သတ်မှတ်သည့် စည်းမျဉ်း စည်းကမ်းများနှင့် လိုက်လျောညီထွေ ဖြစ်ရမည်။

နို့တစ်စာ

၂၁။ ဤကုမ္ပဏီသည် မည်သည့်အစုရှင်ထံသို့မဆို နို့တစ်စာကို လက်ရောက်ပေးအပ်ခြင်း သို့မဟုတ် နို့တစ်စာပါသော စာကို စာတိုက်ခ ကြိုတင်ပေးထား၍ ၄င်းအစုရှင်ထံ မှတ်ပုံတင်လိပ်စာအတိုင်း စာတိုက်မှတစ်ဆင့် လိပ်မူ ပေးပို့ခြင်းအားဖြင့် ပေးပို့နိုင်သည်။

တံဆိပ်

၂၂။ ဒါရိုက်တာများသည် တံဆိပ်ကို လုံခြုံစွာထိန်းသိမ်းထားရန်အတွက် စီမံဆောင်ရွက်ရမည်။ ထိုတံဆိပ်ကို ဒါရိုက်တာများကကြိုတင်ပေးအပ်ထားသည့် ခွင့်ပြုချက်ဖြင့်မှတစ်ပါး၊ ထို့အပြင် အနည်းဆုံး ဒါရိုက်တာတစ်ဦး ရှေ့မှောက်တွင်မှ တစ်ပါး မည်သည့်အခါမျှ မသုံးရ။ တံဆိပ်ရိုက်နှိပ်ထားသည့် စာရွက်စာတမ်းတိုင်းတွင် ထိုဒါရိုက်တာက လက်မှတ်ရေးထိုးရမည်။

လျော်ကြေး

၂၃။ မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေ ပုဒ်မ ၈၆ (ဂ) တွင် ဖော်ပြပါရှိသည့် ပြဋ္ဌာန်းချက်များ၊ လက်ရှိတရားဝင်တည်ဆဲဥပဒေပြဋ္ဌာန်းချက်များနှင့် မဆန့်ကျင်စေဘဲ ကုမ္ပဏီ၏ ဒါရိုက်တာ၊ စာရင်းစစ်၊ အတွင်းရေးမှူး သို့မဟုတ် အခြားအရာရှိ တစ်ဦးဦးမှာ မိမိ၏ တာဝန် ဝတ္တရားများကို ဆောင်ရွက်ရာ၌ဖြစ်စေ၊ ထိုတာဝန် ဝတ္တရားများနှင့် စပ်လျဉ်း၍ဖြစ်စေ ကျခံခဲ့ရသည့်စရိတ်များ၊ တောင်းခံငွေများ၊ ဆုံးရှုံးငွေများ၊ ကုန်ကျငွေများနှင့် ကြွေးမြီတာဝန်များ အတွက် ကုမ္ပဏီထံမှ လျော်ကြေး ရထိုက်ခွင့်ရှိစေရမည်။

ဖျက်သိမ်းခြင်း

၂၄။ ကုမ္ပဏီ၏ အထွေထွေအစည်းအဝေး ဆုံးဖြတ်ချက်ဖြင့် ကုမ္ပဏီအား ဖျက်သိမ်းနိုင်သည်။ ယင်းသို့ ဖျက်သိမ်းရာတွင် မြန်မာနိုင်ငံကုမ္ပဏီများ အက်ဥပဒေများနှင့် ယင်းဥပဒေများအား အခါအားလျော်စွာ ပြင်ဆင်ပြောင်းလဲထားသည့် တရားဥပဒေများတွင် ပါဝင်သည့် စည်းမျဉ်းများအတိုင်း လိုက်နာပြုလုပ်ရမည်။

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အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည့် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
	Foreign Side **Texchem Food Sdn. Bhd.(Incorporated In Malaysia)** **(Represented By;)**		14887	
1	Mr. Fumihiko Konishi Villa Primavera 51 Jalan Jesselton 10450 Penang Ph No/01-519301,519305 (Merchant)	Japanese Passport No. MZ-0621373		
2	Mr. Brian Tan Guan Hooi 8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-19876264		
3	Mr. Goh Chin Meng 14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-24634935		
4	Mr. Ng Bak Kuang 2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-27432700		

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၁၃ ခုနှစ်၊ ဒီဇင်ဘာ လ၊ ၁၂ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

နိုင် ဝင်း
ဘီကွမ်း၊ ဓိပိအေ၊ ဒီဘီအီယ်၊ ဒီအိုင်ဘီအီယ်၊ ဒီအိုင်အေယ်
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လက်မှတ်ရပြည်သူ့စာရင်းကိုင်
စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး
၈၃-မြေညီထပ်၊ ၃၂-လမ်း၊ ရန်ကုန်မြို့။
ဖုံး-၂၄၉၃၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၃၅

အောက်တွင် အမည်၊ နိုင်ငံသား၊ နေရပ်နှင့် အကြောင်းအရာစုံလင်စွာပါသော ဇယားတွင် လက်မှတ်ရေးထိုးသူ ကျွန်ုပ်တို့ ကိုယ်စီကိုယ်ငှသည် ဤသင်းဖွဲ့စည်းမျဉ်းအရ ကုမ္ပဏီတစ်ခုဖွဲ့စည်းရန် လိုလားသည့် အလျောက် ကျွန်ုပ်တို့၏ အမည်အသီးသီးနှင့် ယှဉ်တွဲ၍ပြထားသော အစုရှယ်ယာများကို ကုမ္ပဏီ၏ မတည်ရင်းနှီးငွေတွင် ထည့်ဝင်ရယူကြရန် သဘောတူကြပါသည်။

စဉ်	အစုထည့်ဝင်သူများ၏ အမည်၊ နေရပ်လိပ်စာနှင့် အလုပ်အကိုင်	နိုင်ငံသားနှင့် အမျိုးသား မှတ်ပုံတင်အမှတ်	ဝယ်ယူသော အစုရှယ်ယာ ဦးရေ	ထိုးမြဲလက်မှတ်
5.	**Myanmar Side** **Mascot Industries Co., Ltd (Incorporated In Myanmar)** **(Represented By;)** U Maung Sitt @ Chew Won Min No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon Region, Myanmar. Ph No/01-519301,519305 (Merchant)	Myanmar 12/La Ma Ta (Naing) 016221	1654	

ရန်ကုန်။ နေ့စွဲ၊ ၂၀၂၃ - ခုနှစ်၊ ဒီဇင်ဘာ လ ၁၃ ရက်။

အထက်ပါလက်မှတ်ရှင်များသည် ကျွန်ုပ်တို့၏ ရှေ့မှောက်တွင် လက်မှတ်ရေးထိုးကြပါသည်။

နိုင်ဝင်း
ဘီကွမ်း၊ စီပီအေ၊ ဒီဘီအယ်၊ ဒီအစ်အယ်၊ ဒီအိုင်ဒီအယ်
လက်မှတ်ရပြည်သူ့စာရင်းကိုင်
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စာရင်းစစ် နှင့် ဘဏ္ဍာရေးအကြံပေး
၈၃ - မြေညီထပ်၊ ၃၂ - လမ်း၊ ရန်ကုန်မြို့။
ဖုန်း - ၂၄၉၃၈၄၊ ၇၀၈၈၂၇၊ ၃၈၃၈၃၅

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Memorandum Of Association

OF

Texchem Food (Myanmar) LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

I. The name of the Company is **Texchem Food (Myanmar)** LIMITED.

II. The registered office of the Company will be situated in the Union of Myanmar.

III. The objects for which the Company is established are as on the next page.

IV. The liability of the members is limited.

V. The authorised capital of the Company is Ks. **1,946,000,000** /- (Kyats **One Thousand and Ninety Fourty Six Million Only** Only) divided into (**19,460**) shares of Ks. **100,000/-** /- (Kyats **One Hundred Thousand** Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

Industrial Production

1. Production, growing, milling and processing . etc. of goods of the Following businesses permitted by the government to be carried out solely or joint venture with any individuals from local or from abroad .

- **Manufacture the sea food Value-Added-Product (VAP) and Contract Processing (CP) for sea food**

2. To import machinery, spare parts, raw materials and others necessary for those activities mentioned above and to sell wholesale and retail finished and semi-finished products locally and abroad.

3. To borrow money for the benefit of the Company's business from any person, firm, company , bank or financial organization in the manners that the Company shall think fit.

PROVISO:- *provided that the Company shall not exercise any of the above objects whether in the Union of Myanmar or elsewhere , save in so far as it may be entitled so as to do in accordance with the laws. Orders and Notifications in force from time to time and then only subject to such permission and or approval as may be prescribed by the laws. Orders and Notifications of the Union of Myanmar for the time being in force.*

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
	Foreign Side **Texchem Food Sdn. Bhd.(Incorporated In Malaysia)** **(Represented By;)**		14887	
1	Mr. Fumihiko Konishi Villa Primavera 51 Jalan Jesselton 10450 Penang Ph No/01-519301,519305 (Merchant)	Japanese Passport No. MZ-0621373		[signature]
2	Mr. Brian Tan Guan Hooi 8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-19876264		[signature]
3	Mr. Goh Chin Meng 14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-24634935		[signature]
4	Mr. Ng Bak Kuang 2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-27432700		[signature]

Yangon Dated the 12nd day of December , 2013 .

It is hereby certified that the persons mentioned above put their signatures in my presence.

[signature]

KHAING WIN
B.Com., C.P.A., D.B.L., D.M.L., D.I.L.,
Certified Public Accountant
Auditor & Financial Consultant
No.83, 32nd Street, Yangon.
☎-249184,708827,383835

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Memorandum of Association, and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No.	Number of shares taken	Signatures
	Myanmar Side **Mascot Industries Co., Ltd (Incorporated In Myanmar)** **(Represented By;)**		1654	
5.	U Maung Sitt @ Chew Won Min No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon Region, Myanmar. Ph No/01-519301,519305 (Merchant)	Myanmar 12/La Ma Ta (Naing) 016221		

Yangon Dated the 12nd day of December, 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.

KHAING WIN
B.Com., C.P.A., D.B.L., D.M.L., D.I.L.,
Certified Public Accountant
Auditor & Financial Consultant
No.83, 32nd Street, Yangon.
ဖုန်း-249184,708827,383835

THE MYANMAR COMPANIES ACT

PRIVATE COMPANY LIMITED BY SHARES

Articles Of Association

OF

Texchem Food (Myanmar) LIMITED

❖ ❖ ❖ ❖ ❖ ❖ ❖

1. The regulations contained in Table 'A' in the First Schedule to the Myanmar Companies Act shall apply to the Company save in so far as such regulations which are inconsistent with the following Articles. The compulsory regulations stipulated in Section 17 (2) of the Myanmar Companies Act shall always be deemed to apply to the Company.

PRIVATE COMPANY

2. The Company is to be a Private Company and accordingly following provisions shall have effect: -

   (a) The mumber of the Company , exclusive of persons who are in the employment of the Company, shall be limited to fifty.

   (b) Any invitation to the public to subscribe for any share or debenture or debenture stock of the Company is hereby prohibited.

CAPITAL AND SHARES

3. The authorised capital of the Company is Ks. 1,946,000,000 /- (Kyats One Thousand and Ninety Fourty Six Million Only Only) divided into (19,460) shares of Ks. 100,000/- /- (Kyats One Hundred Thousand Only) each, with power in General Meeting either to increase, reduce or alter such capital from time to time in accordance with the regulations of the Company and the legislative provisions for the time being in force in this behalf.

4. Subject to the provisions of the Myanmar Companies Act the shares shall be under the control of the Directors, who may allot or otherwise dispose of the same to such persons and on such terms and conditions as they may determine.

5. The certificate of title to share shall be issued under the Seal of the Company, and signed by the General Manager or some other persons nominated by the Board of Directors. If the share certificate is defaced, lost or destroyed, it may be renewed on payment of such fee, if any, and on such terms, if any, as to evidence and indemnity as the Directors may think fit. The legal representative of a deceased member shall be recognised by the Directors.

6. The Directors may, from time to time make call upon the members in respect of any money unpaid on their shares, and each member shall be liable to pay the amount of every call so made payable by instalments or may be revoked or postponed as the Directors may determine.

DIRECTORS

7. Unless otherwise determined by a General Meeting the number of Directors shall not be less than (2) and more than (10).

The First Directors shall be: -

(1) Mr.Fumihiko Konishi
(2) Mr.Brian Tan Guan Hooi
(3) Mr.Goh Chin Meng
(4) Mr.Ng Bak Kuang
(5) U Maung Sitt

8. The Directors may from time to time appoint one of their body to the office of the Managing Director for such terms and at such remuneration as they think fit and he shall have all the powers delegated to him by the Board of Directors from time to time.

9. The qualification of a Director shall be the holding of at least (-) shares in the Company in his or her own name and it shall be his duty to comply with the provision of Section (85) of the Myanmar Companies Act.

10. The Board of Directors may in their absolute and uncontrolled discretion refuse to register any proposed transfer of shares without assigning any reason.

PROCEEDINGS OF DIRECTORS

11. The Director may meet together for the despatch of business, adjourn and otherwise regulate their meeting as they think fit and determine the quorum necessary for the transaction of business. Unless otherwise determined, two shall form a quorum. If any question arising at any meeting the Managing Director's decision shall be final. When any matter is put to a vote and if there shall be an equality of votes, the Chairman shall have a second or casting vote.

12. Any Director may at any time summon a meeting of Directors.

13. A resolution in writing signed by all the Directors shall be as effective for all purposes as a resolution passed out at meeting of the Directors, duly called, held and constituted

POWERS AND DUTIES OF DIRECTORS

14. Without prejudice to the general power conferred by Regulation 71 of the Table "A" of the Myanmar Companies Act, it is hereby expressly declared that the Directors shall have the following powers, that is to say power:-

(1) To purchase or otherwise acquire for the Company any property, rights or privileges which the Company is authorized to acquire at such price, and generally on such terms and conditions as they think fit; also to sell, lease, abandon or otherwise deal with any property, rights or privileges to which the Company may be entitled, on such terms and conditions as they may think fit.

(2) To raise, borrow or secure the payment of such sum or sums in such manner and upon such terms and conditions in all respects as they think fit and in particular by the issue of debentures or debenture stocks of the Company charged upon all or any part of the property of the Company (both present and future) including its uncalled capital for the time being.

(3) At their discretion, to pay for any rights acquired or services rendered to the Company, either wholly or partially in cash or in shares, bonds, debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amount credited as paid up thereon as may be agreed upon; and any such bonds, debentures or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) To secure the fulfilment of any contract or engagement entered into by the Company by mortgage or charge upon all or any of the property of the Company and its uncalled capital for the time being or by granting calls on shares or in such manner as they may think fit.

(5) To appoint at their discretion, remove or suspend such Managers, Secretaries, Officers, Clerks, Agents and Servants for permanent, temporary or special services as they may from time to time think fit and to determine their duties and powers and fix their salaries or emoluments and to require security in such instances in such amount as they think fit and to depute any officers of the Company to do all or any of these things on their behalf.

(6) To appoint a Director as Managing Director, General Manager, Secretary or Departmental Manager in conjunction with his Directorship of the Company.

(7) To accept from any member on such terms and conditions as shall be agreed on the surrender of his shares or any part thereof.

(8) To appoint any person or persons to accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust.

(9) To institute, conduct, defend of abandon any legal proceedings by or against the Company or its officers or otherwise concerning the affairs of the Company and also to compound and allow time for payment or satisfaction of any debts due to or of any claims and demands by or against the Company.

(10) To refer claims and demands by or against the Company to arbitration and to observe and perform the awards.

(11) To make and give receipts, releases and other discharges for money payable to the Company and for the claims and demands of the Company.

(12) To act on behalf of the Company in all matters relating to bankruptcy and insolvency.

(13) To determine who shall be entitled to sign bills of exchange, cheques, promissory notes, receipts, endorsements, releases, contracts and documents for or on behalf of the Company.

(14) To invest, place on deposit and otherwise deal with any of the moneys of the Company not immediately required for the purpose thereof, upon securities or without securities and in such manners as the Directors may think fit, and from time to time vary or realize such investments.

(15) To execute in the name and on behalf of the Company in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company, such mortgages of the Company's property (present and future) as they think fit and any such mortgage may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(16) To give any officer or other person employed by the Company a commission on the profits of any particular business or transaction or a share in the general profit of the Company and such commission or share of profit shall be treated as part of the working expenses of the Company.

(17) From time to time, to make, vary and repeal bye-laws for the regulation of the business of the Company, the officers and servants or the members of the Company or any section thereof.

(18) To enter into all such negotiations and contracts and rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company as they may consider expedient for or in relation to any of the matter aforesaid or otherwise for the purposes of the Company.

(19) To borrow money for the benefit of the Company's business from any person, firm or company or bank or financial organization of local and abroad in the manner that the Directors shall think fit.

GENERAL MEETINGS

15 A general meeting shall be held within eighteen months from the date of its incorporation and thereafter at least once in every calendar year at such time (not being more than fifteen months after the holding of the last preceding general meeting) and places as may be fixed by the Board of Directors. No business shall be transacted at any general meeting unless a quorum of members is presented at the time when the meeting proceeds to business, save as herein otherwise provided Member holding not less than 50 percent of the issued shares capital (not less than two members) personally present, shall form a quorum for all purposes. And if and when in the case of there are only two number of members in the Company, those two members shall form a quorum.

DIVIDENDS

16. The Company in general meeting may declare a dividend to be paid to the members, but no dividend shall exceed the amount recommended by the Directors. No dividends shall be paid otherwise than out of the profits of the year or any other undistributed profits.

OFFICE STAFF

17. The Company shall maintain an office establishment and appoint a qualified person as General Manager and other qualified persons as office staffs. The remunerations and allowances such as salaries, travelling allowances and other expenditures incidental to the business shall be determined by the Board of Directors, and approved by the general meeting. The General Manager shall be responsible for the efficient operation of the office in every respect and shall be held accountable at all times to the Managing Director.

ACCOUNTS

18. The Directors shall cause to be kept proper books of account with respect to:-

(1) all sums of money received and expended by the Company and the matters in respect of which the receipts and expenditures take place;

(2) all sales and purchases of goods by the Company;

(3) all assets and liabilities of the Company.

19. The books of account shall be kept at the registered office of the Company or at such other place as the Directors shall think fit and shall be opened to inspection by the Directors during office hours.

AUDIT

20. Auditors shall be appointed and their duties regulated in accordance with the provisions of the Myanmar Companies Act or any statutory modifications thereof for the time being in force.

NOTICE

21. A notice may be given by the Company to any member either personally or sending it by post in a prepaid letter addressed to his registered address.

THE SEAL

22. The Directors shall provide for the safe custody of the Seal, and the Seal shall never be used except by the authority of the Directors previously given, and in the presence of one Director at least, who shall sign every instrument to which the Seal is affixed.

INDEMNITY

23. Subject to the provisions of Section 86 (C) of the Myanmar Companies Act and the existing laws, every Director, Auditor, Secretary or other officers of the Company shall be entitled to be indemnified by the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of the duties or in relation thereto.

WINDING-UP

24. Subject to the provisions contained in the Myanmar Companies Act and the statutory modification thereupon, the Company may be wound up voluntarily by the resolution of General Meeting.

❖ ❖ ❖ ❖

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.-

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
	Foreign Side **Texchem Food Sdn. Bhd.(Incorporated In Malaysia)** **(Represented By;)**		14887	
1	Mr. Fumihiko Konishi Villa Primavera 51 Jalan Jesselton 10450 Penang Ph No/01-519301,519305 (Merchant)	Japanese Passport No. MZ-0621373		[signature]
2	Mr. Brian Tan Guan Hooi 8 Pesiaran Bertam 6/1 Penang Golf Resort, Bertam 13200 Kepala Batas Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-19876264		[signature]
3	Mr. Goh Chin Meng 14 Lebuh Bukit Kecil Satu Taman Sri Nibong 11900 Bayan Lepas Pulau Pinang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-24634935		[signature]
4	Mr. Ng Bak Kuang 2668 Jalan Megat Harun Taman Keenways 14000 Bukit Mertajam Penang Ph No/01-519301,519305 (Merchant)	Malaysian Passport No. A-27432700		[signature]

Township. Dated the 12nd day December of 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.

[signature]

KHAING WIN
B.Com., C.P.A., D.B.L., D.M.L., D.I.L.,
Certified Public Accountant
Auditor & Financial Consultant
No.83, 32nd Street, Yangon.
☎-249184,708827,383835

We, the several persons, whose names, nationalities, addresses and descriptions are subscribed below, are desirous of being formed into a Company in pursuance of this Articles of Association, and we respectively agree to take the number of shares in the capital of the Company set opposite our respective names.-

Sr. No:	Name, Address and Occupation of Subscribers	Nationality & N.R.C No	Number of shares taken	Signatures
	Myanmar Side **Mascot Industries Co., Ltd (Incorporated In Myanmar)** **(Represented By;)**		1654	
5.	U Maung Sitt @ Chew Won Min No.22, Ground Floor, Nwethake Street, Ahlone Township, Yangon Region, Myanmar. Ph No/01-519301,519305 (Merchant)	Myanmar 12/La Ma Ta (Naing) 016221		

Township. Dated the 12nd day December of 2013

It is hereby certified that the persons mentioned above put their signatures in my presence.

KHAING WIN
B.Com., C.P.A., D.B.L., D.M.L., D.I.L.
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